

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.062

Agenda No. 10.A

Approved: FEB 10 2016

TITLE:



RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION

COUNCIL

offered and moved

adoption of the following resolution:

WHEREAS, it is necessary to provide an additional appropriation in the Calendar Fiscal Year 2016 temporary budget to make available the money necessary for the continuance of City services during the temporary budget period; and,

WHEREAS, no adequate provision has been made in the Calendar Fiscal Year 2016 Temporary Budget for the aforesaid purpose, and N.J.S.A. 40A:4-20 provides for the creation of an emergency temporary appropriation for the purpose mentioned above; and,

WHEREAS, the total temporary budget resolutions adopted in Calendar Fiscal Year 2016 pursuant to the provisions of N.J.S.A. 40A:4-19,20, including this resolution, totals **\$201,248,588.00**

NOW THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City (not less than two thirds of all members thereof affirmatively concurring) that in accordance with the aforementioned statutes;

1. An emergency temporary appropriation is hereby created for:

FCOA	ACCOUNT	FROM	TO	+/-
01-201-20-165	Eng, Arch, Traff & Trans SW	\$592,972.00	\$334,400.00	(\$258,572.00)
	Eng, Arch, Traff & Trans OE	\$204,215.00	\$2,520.00	(\$201,695.00)
	ACCOUNT TOTAL	\$797,187.00	\$336,920.00	(\$460,267.00)
01-201-20-104	Architecture SW	\$ -	\$143,874.00	\$143,874.00
	Architecture OE	\$ -	\$9,230.00	\$9,230.00
	ACCOUNT TOTAL	\$ -	\$153,104.00	\$153,104.00
01-201-20-105	Engineering & Traffic SW	\$ -	\$446,970.00	\$446,970.00
	Engineering & Traffic OE	\$ -	\$480,080.00	\$480,080.00
	ACCOUNT TOTAL	\$ -	\$927,050.00	\$927,050.00
01-201-25-271	PUBLIC SAFETY- COMM & TECH	\$ 780,000.00	\$ 1,148,546.00	\$ 368,546.00
	ACCOUNT TOTAL	\$ 780,000.00	\$ 1,148,546.00	\$ 368,546.00
	ET TOTAL			\$988,433.00

2. Said emergency temporary appropriation will be provided for in the Calendar Fiscal Year 2016 Municipal Budget.

APPROVED: [Signature]

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

[Signature]
Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2-10-16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City, N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

ET (RESOLUTION AUTHORIZING AN EMERGENCY TEMPORARY APPROPRIATION)

Initiator

Department/Division	Administration	Management & Budget
Name/Title	John Metro	
Phone/email	201-547-5042	JMETRO@ICNJ.ORG

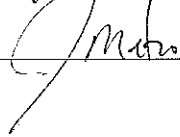
Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

It is necessary to provide an additional appropriation in the Calendar Fiscal Year 2016 temporary budget to make available the money necessary for the continuance of City services during the temporary budget period.

In accordance with Ord. 15.185, Ordinance amending Chapter 3 (Administration of Government) Article IV (Department of Administration) abolishing the Division of Architecture, Engineering, Traffic and Transportation and creating the Division of Architecture and the Division of Engineering, Traffic and Transportation of the Jersey City Code. Account 01-201-20-165 is being reduced in the Temporary Budget to cover operating expenses from 01/01/2016 to 02/20/2016. Accounts 01-201-20-104 and 01-201-20-105 are the newly created accounts that will cover operating expenses from 02/20/2016 and beyond.

I certify that all the facts presented herein are accurate.



02/01/2016

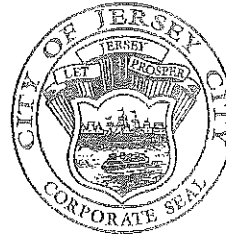
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16-063

Agenda No. 10.8

Approved: FEB 10 2016

TITLE:



RESOLUTION TO GRANT 2015 SENIOR CITIZEN DEDUCTIONS ON VARIOUS PROPERTIES

COUNCIL OFFERED, AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the below listed properties had filed applications for property tax deduction by person aged 65 years, or over, or permanently and totally disabled, or a surviving spouse of the age 55 years or over; and

WHEREAS, the Tax Assessor and Tax Collector agree that the deduction should be granted for the tax year 2015 in accordance with N.J.S.A. 54:4-8.40 et. seq. of the revised statutes; and

NOW THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the 2015 Senior Citizen deductions are granted.

TOTAL \$ 2,250.00

SEE ATTACHED LIST

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.10.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

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Full Title of Ordinance/Resolution

Resolution to Grant 2015 Senior Citizen Deduction on various properties

Initiator

Department/Division	Administration	Tax Collection
Name/Title	Maureen Cosgrove	Tax Collector
Phone/email	5120	Maureen@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

To grant qualifying senior citizens 65 years and older or permanently & totally disabled a \$ 250.00 tax deduction per year under NJSA 54:4-8. 40. All documents have been filed and approved with the Tax Assessor's Office.

I certify that all the facts presented herein are accurate.


Signature of Department Director

1-22-16
Date

Senior Citizen Deduction Second Half 2015

OWNER	BLOCK	LOT	QL	ACCT #	S1	AMT
Khatri , Manilal	702	58		134585	S1	\$250.00
Lee , Mona	6502	1	C015B	420208	S1	\$250.00
Lovell , Juliet	23201	19		489930	S1	\$250.00
Vera , Reinaldo	14803	37		303248	S1	\$250.00
Wachter , James	2501	30		148346	S1	\$250.00
Werber Marilyn	22801	1	E.1D	511824	S1	\$250.00
Yun Chung Chin	27803	2		165423	S1	\$250.00

1750 /

DISABLED DEDUCTION 2015 SECOND HALF

OWNER	BLOCK	LOT	QL	ACCT#	D1	AMT
Salpetrier , Bet Lee	6303	1	C00E5	430751	D1	\$250.00
Singh , Kamon	24704	56		180356	D1	\$250.00

500

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.064

Agenda No. 10.C

Approved: FEB 10 2016

TITLE:



RESOLUTION TO GRANT 2015 VETERAN DEDUCTION ON VARIOUS PROPERTIES

COUNCIL OFFERED, AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the below listed property owners have filed an application for a property tax deduction and who are citizens and residents of N.J., were honorably discharged and released under honorable circumstances from active service in a time of war in a branch of the Armed Forces of the United States; and

WHEREAS, the Tax Assessor and Tax Collector agree that the deductions should be granted for the tax year 2015, in accordance with N.J.S.A. 54:4-8.10(a) of the revised statutes; and

NOW THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City, that the 2015 Veteran Deductions be granted.

Total - \$ 1,250.00

See Attached List

APPROVED: 

APPROVED: 
Business Administrator

APPROVED AS TO LEGAL FORM


Joanne Monahan
Corporation Counsel

Certification Required ☐

Not Required ☒

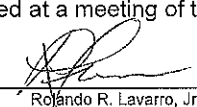
APPROVED 9-0

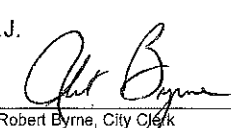
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.10.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

Resolution to Grant 2015 Veteran Deduction on various properties.

Initiator

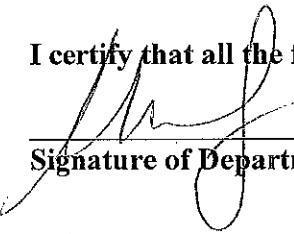
Department/Division	Administration	Tax Collection
Name/Title	Maureen Cosgrove	Tax Collector
Phone/email	5120	Maureen@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

To grant qualifying veterans who have served during a time of war in a branch of the Armed Forces of the United States a \$250.00 tax deduction per year as permitted under state statute NJSA 54: 4-8.10. All documents have been filed and approved with the Tax Assessor's Office.

I certify that all the facts presented herein are accurate.


Signature of Department Director


Date

VETERANS DEDUCTION 2015 SECOND HALF

OWNER	BLOCK	LOT	QL	ACCT#	V1	AMT
Chang , Richard	15901	10	C0820	613205	V1	\$250.00
Chokshi , Jigna	401	49		137083	V1	\$250.00
Fong , Jean	12204	3		317198	W1	\$250.00
Wacter , James	2501	30		148346	V1	\$250.00
Werber , Marilyn	22801	1	E.1D	511824	V1	\$250.00

1250

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16-065

Agenda No. 10.D

Approved: FEB 10 2016

TITLE:



A Resolution Recognizing

Mahsiah Imes

for his advocacy work surrounding youth voting rights

COUNCIL AS A WHOLE offered and moved for the adoption of the following resolution:

WHEREAS, the City of Jersey City currently restricts voting on all municipal, county, state, and federal elections to residents aged 18 and above; and

WHEREAS, Jersey City resident **Mahsiah Imes** is a high school student who is very interested in his peer group being able to participate meaningfully in the local political process through being allowed the ability to cast votes in municipal elections; and

WHEREAS, **Mahsiah Imes** has conducted exhaustive research into the Constitutionality of extending voting rights to those under the age of 18, as well as the societal, political, and educational benefits of extending voting rights to those under the age of 18, and has presented his research to members of the Jersey City Municipal Council as part of a most serious policy proposal; and

WHEREAS, **Mahsiah Imes** has not only lobbied for his cause before his local representatives on the Jersey City Municipal Council, but has taken his advocacy to the local media, who have been very helpful in spreading word of the work that Mr. Imes is doing; and

WHEREAS, the members of the Jersey City Municipal Council are in agreement that the advocacy done by **Mahsiah Imes** is on par with that conducted by professional lobbyists and advocates at any level of government;

NOW, THEREFORE, BE IT RESOLVED THAT the Municipal Council of the City of Jersey City does hereby recognize the hard work done by **Mahsiah Imes** to advocate on behalf of Jersey City residents under the age of 18 to have the ability to exercise their right to vote in municipal elections.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____
Business Administrator

Joanne Monahan
Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.10.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.066

Agenda No. 10.F

Approved: FEB 10 2016

TITLE:



A RESOLUTION SUPPLEMENTING THE MANUAL OF LOADING ZONE DESIGNATIONS OF THE CITY OF JERSEY CITY DESIGNATING A 25 FOOT LOADING ZONE AT 93 FRANKLIN STREET, MONDAY THROUGH FRIDAY, 10:00 A.M. TO 1:00 P.M.

Council as a whole

offered and moved adoption of the following resolution:

WHEREAS, the provisions of N.J.S.A. 39:4-197 (3) (b) provide that the Director of Architecture, Engineering, Traffic and Transportation (Director) of the Municipality may make and promulgate regulations designating; amending; and/or deleting loading zones; and

WHEREAS, the provisions of Section 3-46(A)(D)(6) of the Traffic Code of the City of Jersey City provide that the Director may make and promulgate such regulations subject to Municipal Council approval by resolution; and

WHEREAS, the Director has proposed, for the purpose of increasing the flow of traffic and improving vehicular and pedestrian safety, that the attached regulation (No. 16-002) be promulgated designating a loading zone at the location described therein.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City; that

a. The attached regulation shall be a part of the Manual of Loading Zone Designations of the City of Jersey City designating a loading zone at the following location:

(Reg. 16-002) 93 Franklin Street, south side, beginning 66 feet west of Sherman Avenue and extending to a point 25 feet westerly, Monday through Friday, 10:00 a.m. to 1:00 p.m.

b. A copy of each regulation shall be kept on file by the City Clerk for public inspection

c. The regulation shall take effect at the time and in the manner as provided by law.

APPROVED: 
Director of Traffic & Transportation

APPROVED: 
Municipal Engineer

APPROVED: 
Business Administrator

APPROVED AS TO LEGAL FORM


Joanne Monahan
Corporation Counsel

Certification Required ☐

Not Required

JDS:pcj
(1.26.16)

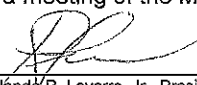
APPROVED 9-0

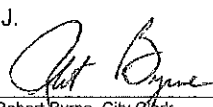
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.10.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Resolution

A RESOLUTION SUPPLEMENTING THE MANUAL OF LOADING ZONE DESIGNATIONS OF THE CITY OF JERSEY CITY DESIGNATING A 25 FOOT LOADING ZONE AT 93 FRANKLIN STREET, MONDAY THROUGH FRIDAY, 10:00 A.M. TO 1:00 P.M.

Initiator

Department/Division	Administration	Architecture, Engineering, Traffic and Transportation
Name/Title	Joao D'Souza at the request of Vincent Maione on behalf of 93 Franklin Street, JCNJ 201.240.3071	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

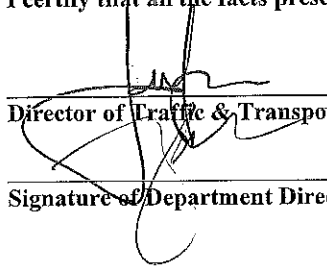
Resolution Purpose

DESIGNATE A 25 FOOT LOADING ZONE AT 93 FRANKLIN STREET, MONDAY THROUGH FRODAY, 10:00 A.M. TO 1:00 P.M.

The loading zone will facilitate deliveries to and from the store.

The loading zone fee will be paid by Mr. Maione in the amount of \$300.00, \$75.00 per sign and per u-post. This loading zone will require 2 u-post installations and 2 loading zone signs.

I certify that all the facts presented herein are accurate.



Director of Traffic & Transportation

Signature of Department Director

1/26/16

Date

2/3/16

Date



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC & TRANSPORTATION
MUNICIPAL SERVICES COMPLEX | 13-15 LINDEN AVE EAST | JERSEY CITY, NJ 07305
P: 201 547 5900 | F: 201 547 5806



ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE: January 26, 2016

TO: Jeremy Farrell, Corporation Counsel ✓
Robert Kakoleski, Business Administrator
Robert Byrne, City Clerk
Councilman Boggiano, Ward C
Councilman Yun, Ward D

FROM: Patricia Logan, Supervising Traffic Investigator
Division of Architecture, Engineering, Traffic and Transportation

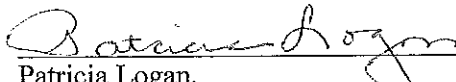
SUBJECT: **PROPOSED RESOLUTION – LOADING ZONE**
93 FRANKLIN STREET

At the request of Councilman Boggiano and Councilman Yun on behalf of Mr. Vincent Maione, business owner of 93 Franklin Street, please be advised this Division has proposed legislation (for the Council's consideration) amending Chapter 332, of the Jersey City Traffic Code designating a 25 foot loading zone in front of 93 Franklin Street, Monday through Friday, 10:00 a.m. to 1:00 p.m.

The loading zone is necessary to facilitate daily deliveries to the store.

The Resolution has been forwarded to the appropriate parties for their signatures. It is anticipated the Resolution will be listed on the Agenda for the February 10, 2016 Municipal Council Meeting.

If you have any questions regarding the Resolution, please feel free to contact Patricia Logan at PatriciaL@jcnj.org or at 201.547.4492.


Patricia Logan,
Supervising Traffic Investigator


Joao D'Souza,
Director of Traffic & Transportation

C: Jose R. Cunha, P.E., Municipal Engineer
Mark Albiez, Chief of Staff
Mark Redfield, Director, Public Works
Nick Taylor, Zoning
Mary Spinello-Paretti, Business Manager, Division of Parking Enforcement, Public Safety
Council President LaVarro, Jr. Councilwoman Watterman Councilman Rivera
Councilman Gajewski Councilman Ramchal Councilwoman Osborne
Councilwoman Coleman



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC & TRANSPORTATION
JERSEY CITY MUNICIPAL SERVICES COMPLEX | 13-15 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305
P: 201 547 4470 | F: 201 369-7292



ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

Regulation 16-002

January 26, 2016

**LOADING ZONE REGULATION
DESIGNATED**

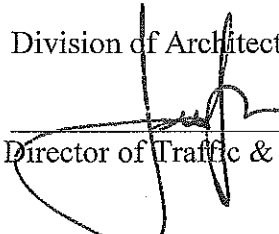
In accordance with the provisions of N.J.S.A. 39:4-197 (3) (b) and Section 3-46 (A) (D) (6) of the Jersey City Municipal Code, the following location is hereby DESIGNATED as a loading zone.

93 Franklin Street –South Side

Beginning at a point approximately 66 feet west of Sherman Avenue and extending to a point 25 feet westerly therefrom.

Time: Monday through Friday
10:00 a.m. to 1:00 p.m.

Division of Architecture, Engineering, Traffic and Transportation



Director of Traffic & Transportation

Approved by Municipal Council Resolution:

Date: _____

93 Franklin St - Google Maps

A black and white photograph of a residential street scene. On the left is a two-story house with a gabled roof and a dormer window. In the center is a taller, multi-story brick building. On the right is a modern, multi-story apartment building with balconies. A white car is parked on the street in front of the modern building. The foreground shows a paved road with a "LOADING ZONE" sign and a "Google" logo.

Street View - Oct 2012

conveys,

452

<https://theses.google.com/monolocal09+Esqueldin%2C+Luis+G%C3%A1mez/@070071@107400000-746400000-756000000-766000000-776000000-786000000-796000000-806000000-816000000-826000000-836000000-846000000-856000000-866000000-876000000-886000000-896000000-906000000-916000000-926000000-936000000-946000000-956000000-966000000-976000000-986000000-996000000>

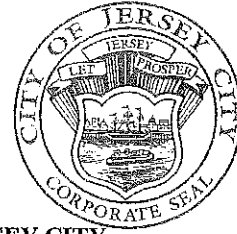
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.067

Agenda No. 10.F

Approved: FEB 10 2016

TITLE:



RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE ACCEPTANCE OF A GIFT FROM LEE SIMS CHOCOLATES

COUNCIL AS A WHOLE, OFFERED AND MOVED ADOPTION of the following
Resolution:

WHEREAS, the City of Jersey City accepted 250 individually wrapped, chocolate hearts from Lee Sims Chocolates to be given to the seniors at their Valentine's Day parties to be held at Maureen Collier and Joseph Connors Senior Centers on February 11, 2016.

WHEREAS, pursuant to N.J.S.A. 40A:5-29, a municipality is permitted to accept gifts upon the adoption of approval by resolution of this governing body; and

WHEREAS, the City is desirous of accepting this gift

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that,

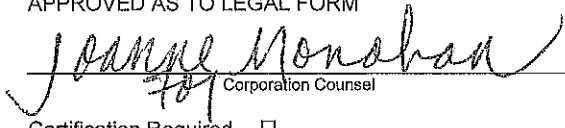
1. The acceptance of a donation, from Lee Sims Chocolates, valued at two hundred fifty dollars (\$250) to be used to provide Valentine's Day gifts to the Seniors at the Maureen Collier and Joseph Connors Senior Centers, which is under the Department of Health & Human Services for their Valentine's Day parties; and
2. The Business Administrator is authorized to execute any appropriate documents necessary to effectuate the purposes of this resolution.
3. The City of Jersey City hereby thanks Lee Sims Chocolates for their generosity.

APPROVED: 

APPROVED: 

Business Administrator

APPROVED AS TO LEGAL FORM


Joanne Monahan
Corporation Counsel

Certification Required ☐

Not Required ☒

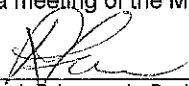
APPROVED 9-0


RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2-10-16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION OF THE MUNICIPAL COUNCIL OF THE CITY OF JERSEY CITY AUTHORIZING THE ACCEPTANCE OF A GIFT FROM LEE SIMS CHOCOLATES

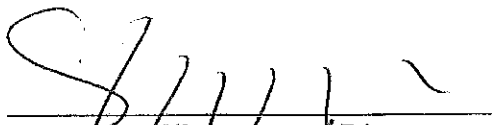
Initiator Manager

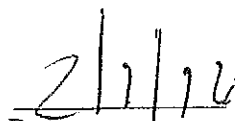
Department/Division	HHS	Director's Office
Name/Title	Stacey Flanagan	Director
Phone/email	201-547-6800	sflanagan@icnj.org

Resolution Purpose

This resolution authorizes acceptance of two hundred and fifty individually wrapped chocolate hearts donated from Lee Sims Chocolates, a small Jersey City business, to the seniors at the Joseph Connors Center and Maureen Collier Senior Center for their Valentine's Day parties to be held at the Centers on February 11, 2016.

I certify that all the facts presented herein are accurate.


Signature of Department Director


Date



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
OFFICE OF THE MAYOR

CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302
P: 201 547 5500 | F: 201 547 5442



STEVEN M. FULOP
MAYOR OF JERSEY CITY

February 1, 2016

Valerie Vlahakis
Lee Sims Chocolates
734 Bergen Avenue
Jersey City, NJ 07306

Re: Gift to the seniors at the Joseph Connors and Maureen Collier Senior Center

Dear Val:

It is one of the top priorities of the Fulop administration to improve and expand the services we provide to our senior citizen population. We provide hot lunches each weekday at our nine congregate lunch sites. Two of these sites, the Joseph Connors Senior Center and Maureen Collier Senior Center provide senior services and activities each day from 9:00 a.m. – 4:30 p.m. We hold holiday parties at these two centers four times a year.

Your generous gift of two hundred and fifty chocolate hearts each with a value of \$1.00 that will be given to the seniors at their Valentine's Day party is truly appreciated. We have refrained from providing candy and other sweets to our constituents but the seniors truly love your chocolates so we are making an exception. Your generosity to the seniors as well as all of Jersey City residents is truly appreciated. The seniors love your chocolates each year. On Behalf of our seniors, we thank you for your gift.

Again, we thank you for your generosity.

Sincerely,


Steven M. Fulop

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.068

Agenda No. 10.6

Approved: FEB 10 2016

TITLE:



RESOLUTION AUTHORIZING THE PAYMENT OF A CLAIM SUBMITTED BY PARA PLUS TRANSLATIONS, INC FOR PROVIDING INTERPRETING SERVICES IN THE JERSEY CITY MUNICIPAL COURT

COUNCIL
ADOPTION OF THE FOLLOWING RESOLUTION:

OFFERED AND MOVED

WHEREAS, the City of Jersey City (City) deems it necessary to provide certified, qualified and experienced interpreters to interpret legal proceedings in the Jersey City Municipal Court; and

WHEREAS, the current contract for providing interpreting services expired on August 31, 2015. Cases were scheduled that required translation services by Court staff on the first Wednesday of each month. Contracts for interpreting services are awarded under the Competitive Contracting Law, N.J.S.A. 40A:11-4.1 et seq.; and

WHEREAS, the Municipal Court authorized Para Plus, Translations, Inc to provide interpreting services to interpret court proceedings once a month from September 2015 - December 2015; and

WHEREAS, Para Plus Translations, Inc 2 Coleman Avenue, Cherry Hill, New Jersey 08034, provided interpreting services; and

WHEREAS, the Court is requesting to encumber the sum of \$16,933.92 to cover the expense of interpreter services from September 2015 thru December 2015; and

WHEREAS, Wendy Razzoli, Assistant Director of the Municipal Court, reviewed Para Plus Translation's, Inc.'s request for payment and has certified that Para Plus Translation has provided the City with interpreting services on the first Wednesday of each month from September 2015-December 2015 and has certified that Para Plus Translation's bill for providing such a program is fair and reasonable; and

WHEREAS, Para Plus Translations, Inc performed the services in good faith and is entitled to receive payment for the value of services; and

WHEREAS, the sum of \$16,933.92 is available in Account No. 01-201-43-490;

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.068

2pg

Agenda No. 10. G

Approved: FEB 10 2016

TITLE:



NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

- 1) the Purchasing Agent is hereby authorized to pay Para Plus Translations, Inc. the sum of \$16,933.92 for interpreting services that have been provided; and
- 2) the approval of this payment is subject to the execution of a release by Para Plus, Translations. releasing the City from any liability in connection with claims that Para Plus Translations Inc. may have against the City for providing interpreting services; and
- 3) the Business Administrator and Purchasing Agent are hereby authorized to take such other actions that are necessary to effectuate the purposes of this Resolution;

I, Donna Mauer (Donna Mauer), Chief Financial Officer, hereby certify that there are sufficient funds in the amount of \$16,933.92 available for the payment of the above resolution in Account No.: 01-201-43-490-312.
Requisition No.: 0172534

Purchase Order No.: 119477

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Joanne Monahan
701 Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.10.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr.
Rolando R. Lavarro, Jr., President of Council

Robert Byrne
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE PAYMENT OF A CLAIM SUBMITTED BY PARA PLUS TRANSLATIONS, INC FOR PROVIDING INTERPRETING SERVICES IN THE JERSEY CITY MUNICIPAL COURT

Initiator

Department/Division	ADMINISTRATION	Municipal Court
Name/Title	Maria Pagan Wendy Razzoli	Court Director Assistant Court Director
Phone/email	201-209-6742 201-209-6728	Paganm@icnj.org Razzoli@icnj.org

Note: Initiators will be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

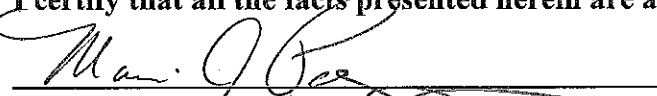
The Jersey City Municipal Court is required to provide certified, qualified and experienced interpreters to interpret legal proceedings during court sessions.


The current contract for providing interpreting services expired on August 31, 2015. Cases were scheduled that required translation services by the Court staff on the first Wednesday of each month from September 2015 – December 2015.

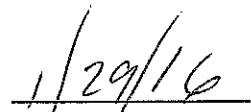
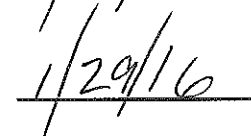
The court is requesting to encumber \$16,933.92 to cover the expense of interpreter services from September through December 2015.

Wendy Razzoli, Assistant Director of the Municipal Court, reviewed Para Plus Translations' Inc.'s request for payment and has certified that Para Plus Translation has provided the City with interpreting services on the first Wednesday of each month from September 2015 – December 2015 and has certified that Para Plus Translation's bill for providing such a program is fair and reasonable.

I certify that all the facts presented herein are accurate.


Signature of Director


Signature of Assistant Director

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.069

Agenda No. 10.H

Approved: FEB 10 2016

TITLE:



RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ACCEPT A GRANT FROM FEMA UNDER THE FIRST RESPONDER RESILIENCY PROGRAM/HAZARD MITIGATION EMERGENCY POWER GRANT PROJECT IN THE AMOUNT OF \$ 443,359.00

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the Federal emergency Management Agency (FEMA) has awarded the City of Jersey City a Hazard mitigation grant for the instillation of emergency backup power at thirteen police and fire facilities located throughout the city in the amount of \$443,359.00 ; and

WHEREAS, the total project cost related with this project is \$443,359.00 with a federal share of \$382,854.00 and the non-federal share of \$60,505.00 will support the goals of maintaining the City of Jersey City's readiness and response capabilities to natural or man- made disasters or acts of terrorism; and

WHEREAS, the Jersey City Office of Emergency Management & Homeland Security desires to accept the funding to enhance the city's and UASI region's ability to build, maintain and sustain national preparedness capabilities; and

NOW, THEREFORE BE IT RESOLVED the City of Jersey City herewith accepts the award of \$382,854.00 thru the Federal Emergency Management Agency (FEMA) Hazard mitigation grant program; and

BE IT FURTHER RESOLVED that the sum of \$ \$443,359.00 is hereby appropriated under the caption FEMA Hazard Mitigation Program Emergency Power grant; and

BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. The city of Jersey City Budget Office is authorized to establish an account in the amount of \$443,359.00 for the Jersey City Office of Emergency Management & Homeland Security

W. Greg Kierce, Director
Office of Emergency Management & Homeland Security

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☒

Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.10.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY TO ACCEPT A GRANT FROM FEMA UNDER THE FIRST RESPONDER RESILIENCY PROGRAM / HAZARD MITIGATION EMERGENCY POWER GRANT PROJECT IN THE AMOUNT OF \$443,359.00

Initiator

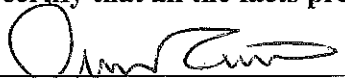
Department/Division	Office of Emergency Management	& Homeland Security
Name/Title	W. Greg Kierce, Director	
Phone/email	547-5681/wkierce@njcps.org	Cell 201 424-8625

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The purpose of this grant is to fund the purchase and instillation of electrical transfer switches and portable generators to provide emergency power to thirteen (13) police and fire facilities located throughout Jersey City which currently do not have emergency back-up power capabilities.

I certify that all the facts presented herein are accurate.



Signature of Department Director

1/27/16
Date



State of New Jersey
OFFICE OF THE ATTORNEY GENERAL
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF STATE POLICE
POST OFFICE BOX 7068
WEST TRENTON, NJ 08628-0068
(609) 882-2000

CHRIS CHRISTIE
Governor

KIM GUADAÑO
Lt. Governor

JOHN J. HOFFMAN
Acting Attorney General

COLONEL JOSEPH R. FUENTES
Superintendent

January 21, 2016

Mr. Richard Gorman
Deputy Coordinator
Jersey City
280 Grove Street
Jersey City, New Jersey 07302-3610

Dear Mr. Gorman:

Re: Award to the City of Jersey City -- Jersey City First Responders Energy Resiliency Project, under HMGP-DR-4086-NJ-0574-F

This office is pleased to inform you that the Federal Emergency Management Agency (FEMA) has awarded the City of Jersey City a Hazard Mitigation grant for a generator project. The period of performance is December 21, 2015 through December 21, 2018, with an expenditure deadline of December 21, 2017. The total project cost is \$443,359.00 with a federal share of \$382,854.00 and a non-federal share of \$60,505.00.

A "Grantee/Sub-Grantee Agreement" for this project is in the process of being developed for your endorsement and is forthcoming. Project work should not begin until the agreement is signed by both the grantee and sub-grantee.

If you have any questions regarding this correspondence, please contact Michael Sangiovanni at (609) 462-1547.

FOR COLONEL JOSEPH R. FUENTES
SUPERINTENDENT

Sincerely,

Michael Gallagher
Michael Gallagher, SFC

Assistant Unit Head, Mitigation Unit
Emergency Management Section

MG/gm

cc: Jim Woods, Hudson County OEM
Michael Foley, FEMA Region II



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Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.070

Agenda No. 10. I

Approved: FEB 10 2016

TITLE:



RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY OFFICE OF EMERGENCY MANAGEMENT & HOMELAND SECURITY TO ACCEPT A SUBGRANT AWARD FROM THE U.S. DEPARTMENT OF HOMELAND SECURITY EMERGENCY MANAGEMENT PERFORMANCE GRANT FUNDING PROGRAM FOR THE PERFORMANCE PERIOD OF JULY 1, 2015 THRU JUNE 30, 2016

COUNCIL offered and moved adoption of the following resolution:

WHEREAS, the City of Jersey City Office of Emergency Management & Homeland Security has been awarded State Homeland Security Grant Program Sub Award FY15-EMPG-EMAA-0906 from the New Jersey State Police Office of Emergency Management. The Sub grant consisting of a total amount of \$14,000.00 including \$7,000.00 Federal Award and \$7,000.00 Local Matching Funds is for the purpose of enhancing the City of Jersey City's ability to prevent, protect against, respond to and recover from acts of terrorism, natural disasters and other catastrophic events and emergencies; and

WHEREAS, this sub grant award incorporates all conditions and representations contained or made in application and notice of award # 2015 EMPG-EMAA-0906; and

WHEREAS, the Jersey City Office of Emergency Management & Homeland Security, designated by the New Jersey State Police, Office of Emergency Management & Homeland Security has submitted an Application for Sub grant award that has been required by the said New Jersey State Police Office of Emergency Management; and

WHEREAS, the Application for Sub grant Awards calls for a match in the amount of \$7,000.00 which the Jersey City Office of Emergency Management & Homeland Security adequately satisfies through the 2015 City of Jersey City approved budget for Division salaries, wages, and fringe benefits

NOW, THEREFORE BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the City of Jersey City here with accepts the award from the FFY-15 U.S. Department of Homeland Security Emergency Management Performance Grant Program Sub grant in the amount of \$14,000.00 Federal Funds from the New Jersey State Police Office of Emergency Management; and

BE IT FURTHER RESOLVED that the like sum of \$14,000.00 is hereby appropriated under the caption FFY -15 Homeland Security Emergency Management Performance Grant; and

BE IT FURTHER RESOLVED that the City of Jersey City's Business Administrator, the City of Jersey City's Chief fiscal Officer and the City of Jersey City's Municipal Director of Emergency Management & Homeland Security are authorized to sign the appropriate sub grant documents; and

BE IT FURTHER RESOLVED that copies of this Resolution shall be forwarded to the New Jersey State Police, Office of Emergency Management; the Director of the Division of Local Government Services; the City of Jersey City's Business Administrator; the City of Jersey City's Chief Financial Officer; the City of Jersey City's Municipal Director of Emergency Management & Homeland Security and Office of the Treasury

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Joanne Monahan
701 Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.10.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rólando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE CITY OF JERSEY CITY OFFICE OF EMERGENCY MANAGEMENT & HOMELAND SECURITY TO ACCEPT A SUBGRANT AWARD FROM THE U.S. DEPARTMENT OF HOMELAND SECURITY EMERGENCY MANAGEMENT PERFORMANCE GRANT FUNDING PROGRAM FOR THE PERFORMANCE PERIOD OF JULY 1, 2015 THRU JUNE 30, 2016

Initiator


Department/Division	Office of Emergency Management	& Homeland Security
Name/Title	W. Greg Kierce, Director	
Phone/email	547-5681/wkierce@njcps.org	Cell 201 424-8625

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The purpose of this grant is to enhance the City of Jersey City's ability to prevent, protect against, respond to and recover from acts of terrorism, natural disasters and other catastrophic events and emergencies.

I certify that all the facts presented herein are accurate.


Signature of Department Director

1/27/16
Date

**NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY
OFFICE OF THE ATTORNEY GENERAL
SUBAWARD**

PROJECT TITLE FY15 EMPG CITY OF JERSEY CITY EMAA	SUBAWARD AMOUNT
SUBRECIPIENT City of Jersey City, NJ DUNS NO. 831438275	Federal \$ 7,000.00 Match \$ 7,000.00 Total \$ 14,000.00 Subrecipient Indirect Cost Rate (ICR) N/A
	CFDA NO. 97.042 CFDA AMOUNT \$350,100,000
FEDERAL AWARD IDENTIFICATION NO. EMW2015-EP-00025 FEDERAL AWARING AGENCY FEMA	FEDERAL AWARD DATE 7/13/15 FEDERAL AWARD AMOUNT \$8,440,219.00 L&PS ICR 2.52%
STATE ACCOUNT NO. 15-100-066-1200-726	DATE OF AWARD 1/27/16

In accordance with Section 662 of the Post Katrina Emergency Management Reform Act (6 U.S.C. § 762) and the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (42 U.S.C. §§ 5121 *et seq.*), the Department of Law and Public Safety hereby awards to the above named Subrecipient a subaward in the amount specified for the purposes set forth in the approved application. The applicant will provide an in-kind match for the non-federal amount required to compensate the Office of Emergency Management staff, as per the EMAA Subaward Budget Detail Worksheet, to complete the tasks listed on the FY15 Workplan.

This subaward is subject to the requirements set forth in the appropriate Federal Regulations, the General Conditions for subawards promulgated by the Department of Law and Public Safety, all applicable Statutes of the State of New Jersey and the requirements of the State of New Jersey for State and local financial accounting including the filing of single audits as required under 2 C.F.R. Part 200, Subpart F, Audit Requirements (2 C.F.R. §200.500, *et seq.*) and/or State Circular Letters 15-08-OMB and 07-05-OMB (if applicable). It is subject also to any general conditions and assurances, approved budget, application authorization, certifications, and special conditions attached to this program.

This subaward incorporates all conditions and representations contained or made in the application and notice of award (if applicable).

FOR THE SUBRECIPIENT:

FOR THE STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY

Signature of Authorizing Official

Attorney General or Designee

Robert J. Kakoleski, Business Administrator, City of Jersey City
Typed Name of Official and Title

Date

Date

Contact:

Subaward Number: FY15-EMPG-EMAA-0906

SFC Marc Pellegrino #6522

Marc.Pellegrino@gw.njsp.org

Subaward Period: 7/1/15 – 6/30/16

973-227-3072

Subrecipient Fiscal Year Start Date : January 2016

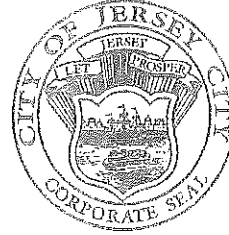
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.071

Agenda No. 10-J

Approved: FEB 10 2016

TITLE:



RESOLUTION AUTHORIZING THE DEPARTMENT OF PUBLIC SAFETY, FIRE DIVISION, TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (MOU) WITH 13 OTHER CITIES TO PARTICIPATE IN REGIONAL MARINE RESPONSE AND DISPATCHING

COUNCIL AS A WHOLE, offered and moved adoption of the following Resolution:

WHEREAS, the Jersey City Department of Public Safety, Fire Division, operates a CBRN Marine Vessel, and

WHEREAS, the parties of this MOU desire to cooperate with each other on the response and/or sharing of resources. They recognize that such cooperation and shared use is critical to an effective regional response, and

WHEREAS, the Regional Marine Vessel (RMV) group shall provide a well trained and equipped first response vessel with capability for the RMV Region and shall operate to compliment the PSGP (Port Security Grant Program) response forces, and

WHEREAS, the Department of Public Safety, Fire Division, wishes to participate in the Regional Marine Vessel Group to provide a coordinated response and a coordinated transfer and sharing of information, and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the Municipal Council of the City of Jersey City that:

1. The City of Jersey City is hereby authorized to approve and sign the Memorandum of Understanding with 13 other municipalities.
2. The Department of Public Safety, Fire Division, may participate in the Regional Marine Vessel Group.

APPROVED: Jerome Pale

APPROVED: [Signature]
Business Administrator

APPROVED AS TO LEGAL FORM

Joan Monahan
Corporation Counsel

Certification Required ☐

Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2-10-16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE DEPARTMENT OF PUBLIC SAFETY, FIRE DIVISION, TO ENTER INTO A MEMORANDUM OF UNDERSTANDING (MOU) WITH 13 OTHER CITIES TO PARTICIPATE IN REGIONAL MARINE RESPONSE AND DISPATCHING

Initiator

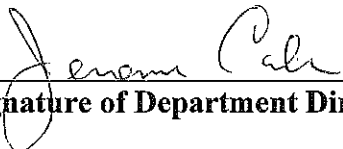
Department/Division	Public Safety - Fire	
Name/Title	Jerome A. Cala, Assistant Director	
Phone/email	201-547-4239	

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

For the City of Jersey City, Public Safety, Fire Division to enter into an Memorandum Of Understanding with 13 other municipalities to cooperate and share resources in the Regional Marine Vessel Group to better serve the citizens of Jersey City.

I certify that all the facts presented herein are accurate.


Signature of Department Director

1/28/16
Date

Regional Marine Vessels

Memorandum of Understanding (MOU) among the 13 cities that will participate in Regional Marine Response and Dispatching

The parties to this MOU desire to cooperate with each other on the response, and/or sharing of resources. They recognize that such cooperation and shared use is critical to an effective regional response.

Whereas, the **Regional Marine Vessel (RMV)** group shall provide a well trained and equipped first response vessel with capability for the RMV Region and shall operate in complement to the PSGP response forces.

1. The Parties to this MOU are:

North Hudson Regional Fire & Rescue

Jersey City Fire Department

Hoboken Fire Department

Bayonne Fire Department

Kearny Fire Department

Secaucus Fire Department

Edgewater Fire Department

Newark Fire Department

Elizabeth Fire Department

Linden Fire Department

Carteret Fire Department

Perth Amboy Fire Department

Atlantic Highlands Fire Department

2. Scope

Significant deficiencies identified in the Port of NY have been the lack of dispatch, coordination, command and control of marine assets to support a regionalized approach to the management of DHS-funded marine assets on the NJ side of the Port of NY/NJ, and lack of streamlined and coordinated transfer and sharing of information. These deficiencies significantly impact the overall security of the Port.

The NY side of the Port is controlled by one entity (FDNY). The NJ side of the Port which covers over 50 miles has no central control since it was divided into 13 distinct municipal entities. As an example, when an incident occurs on the eastern side (NY) of the Port, the USCG coordinates with one Dispatch Center. On the western side (NJ) of the Port, the USCG must deal with 13 separate municipal entities, each with different marine assets and different dispatch centers. All of these entities provide direct port security services and own and manage their own DHS funded marine assets. Dispatch, command, coordination, control, and information sharing in any incident is completely fragmented. There is no formal coordination for any water response.

Currently, there is no zone-alarmed tier approach in place. Response is haphazard. When an incident escalates to the level of tiered response, a regional response is required. The Task Force is proposing to handle all emergencies in a tiered zone approach comprised of 8 Zones with 3 entities responding to each first alarm followed by 3 different entities for successive alarms. NHRFR recently equipped its Dispatch Center with Mutualink to better coordinate resources. It is the only NJ Dispatch Center to be so equipped.

This project is in support of the Area Maritime Security Plan (AMSP) and the Port of NY/NJ Strategy Risk Management Plan (SRMP). This project meets the current AMSP strategic objectives of Communication, Maritime Domain Awareness and Port-wide Coordination and Resiliency. It directly addresses PSPG priorities of MDA and Port Resilience and Recovery.

This project directly addresses Maritime Domain Awareness (MDA) since this approach directly addresses knowledge capabilities within the maritime domain. It effectuates command and control, facilitates incident management, establishes and streamlines formal communication chains, and enhances interoperable communications/asset tracking for sharing terrorism threat information. For the first time, one centralized command and control entity will have an understanding of the location/resources of marine assets in the region, maintain a status board of all NJ Fire and emergency water assets with the ability to operate on one frequency, dispatch appropriate assets, follow incidents, provide effective and efficient coordination and communication with USCG and FDNY, and ensure an established and seamless protocol to move information up and down the chain. Information will be shared in real time with USCG, State Port Authority/local police and port partners. This project will ensure the effective, efficient, coordinated, streamlined and reliable transfer of information to assets on the water which in turn will support the coordination of the sharing of information to assets on the land.

3. Resources

The following terms shall have the following meanings when used in this agreement:

The Division of Fire Safety means the Division of Fire Safety within the Department of Community Affairs. The Director of this Division will facilitate use and deployment of the Equipment pursuant to the powers granted to him under the Fire Service Resource Deployment Act (N.J.S.A. 52:14E-11 et. seq.

RMV Equipment means all equipment as defined under this Memorandum of Understanding and Marine vessels which include, but are not limited to:

North Hudson Regional Fire & Rescue- 27' Boston Whaler and 36 Firestorm

Jersey City Fire Department- 53' Dauntless and 27' Boston Whaler, 19' Ridged Zodiac

Hoboken Fire Department- 27' Boston Whaler

Bayonne Fire Department- 27' Safe Boat,

Kearny Fire Department- 25' Lake Assault

Secaucus Fire Department- 32' Monarch

Edgewater Fire Department- 27' Boston Whaler, 26' Shamrock (no fire pump)

Newark Fire Department- 53' Dauntless and 27' Boston Whaler

Elizabeth Fire Department- 21' Ribcraft (trailered & no pump)

Linden Fire Department - 27' Boston Whaler

Carteret Fire Department- 27' Boston Whaler

Perth Amboy Fire Department- 36' Firestorm

8. Delivery of Equipment and Record Keeping

All MOST equipment shall be received by the RMV entities directly after it has been procured. The RMV entity shall be responsible for maintaining written records regarding receipt, possession and regular maintenance of the equipment and for maintaining an inventory of all equipment. This inventory shall be maintained by the RMV entity and become part of a regional asset inventory.

9. Withdrawal

Any Host Department that desires to withdraw from this memorandum must state the reason for withdraw. The withdrawal must be in writing to the Port Security Grant Program administrators.

10. Effective Date/Termination Date

The terms of this Memorandum will become effective on the date listed on the last page of this document and relate back to and include the actions that have already taken place in furtherance thereof. The memorandum will terminate at 11 P.M. on the last day of the third year after it becomes effective.

11. Modification

The Memorandum may be modified at any time by mutual written agreement of the parties.

Date _____

In witness whereof, the parties hereto have caused this agreement to be executed as follows:

North Hudson Regional Fire & Rescue, Authoring Agent

Jersey City Fire Department, Authoring Agent

Hoboken Fire Department, Authoring Agent

Bayonne Fire Department, Authoring Agent

Kearny Fire Department, Authoring Agent

Secaucus Fire Department, Authoring Agent

Edgewater Fire Department, Authoring Agent

Newark Fire Department, Authoring Agent

Elizabeth Fire Department, Authoring Agent

Linden Fire Department, Authoring Agent

Carteret Fire Department, Authoring Agent

Perth Amboy Fire Department, Authoring Agent

Atlantic Highlands

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16-072

Agenda No. 10.K

Approved: FEB 10 2016

TITLE:



RESOLUTION AUTHORIZING THE JERSEY CITY DEPARTMENT OF PUBLIC SAFETY FIRE DIVISION TO ACCEPT FUNDING FROM THE U.S. DEPARTMENT OF HOMELAND SECURITY (USDHS) PORT SECURITY GRANT FISCAL YEAR 2015 FOR ONE CBRN FOAM PUMPER TRUCK FOR THE JERSEY CITY DEPARTMENT OF PUBLIC SAFETY FIRE DIVISION

COUNCIL AS A WHOLE, offered and moved adoption of the following Resolution:

WHEREAS, the United States Department of Homeland Security (USDHS) has provided to the Jersey City Department of Public Safety Fire Division, through the Port Security Grant Program, the amount of \$506,250.00, and

WHEREAS, Jersey City is required to contribute a cost match in the amount of \$168,750.00 of non-federal funds or 25% of the total approved project cost of \$675,000.00, and

WHEREAS, the funds for the cost match are available in account # 17-289-56-000-002, and

WHEREAS, this funding source will support the goals of maintaining the City of Jersey City's readiness and rapid response with the USDHS, Port Security Initiative and Area Maritime Security Committee guidelines, and as the cooperative efforts with representatives of the Urban Areas Security Initiative (UASI) region and the State of New Jersey State Police Office of Emergency Management and Office of Homeland Security and Preparedness to better prepare and equip the City of Jersey City's readiness during a natural or man-made disaster, and

WHEREAS, this grant will enable the Department of Public Safety Fire Division to purchase one (1) CBRN Foam Pumper Truck, and

WHEREAS, the Department of Public Safety Fire Division desires to accept the funding to address major initiatives regarding Homeland Security, Maritime Security and public safety issues, and

NOW, THEREFORE, BE IT RESOLVED by the Mayor and the Municipal Council of the City of Jersey City that:

1. The City of Jersey City is hereby authorized to accept funding from the United States Department of Homeland Security in the amount of \$506,250.00 through Port Security Grant Program Fiscal Year 2015.
2. The City will contribute a cost match in the amount of \$168,750.00 on non-federal funds of the total approved project cost of \$675,000.00.
3. The grant funds will be used to purchase one CBRN Foam Pumper Truck for use by the Jersey City Department of Public Safety Fire Division

APPROVED: Jerome Cole

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]
Business Administrator

Joanne Monahan
Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2-10-16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE JERSEY CITY DEPARTMENT OF PUBLIC SAFETY FIRE DIVISION TO ACCEPT FUNDING FROM THE U.S. DEPARTMENT OF HOMELAND SECURITY (USDHS) PORT SECURITY GRANT FISCAL YEAR 2015 FOR ONE CBRN FOAM PUMPER TRUCK FOR THE JERSEY CITY DEPARTMENT OF PUBLIC SAFETY FIRE DIVISION

Initiator

Department/Division	Public Safety - Fire	
Name/Title	Jerome A. Cala, Assistant Director	
Phone/email	201-547-4239	

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

To Purchase a CBRN Foam Pumper Truck for the Department of Public Safety (Fire Division) with Grant Funds from the US Department of Homeland Security

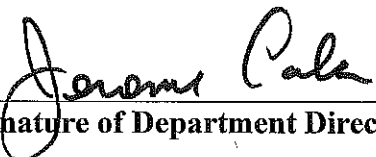
Cost (Identify all sources and amounts)

Grant \$506,250.00

Match \$168,750.00

Account # 17-289-56-000-002

I certify that all the facts presented herein are accurate.


Signature of Department Director

1/28/16
Date

Overview

Award Packages

Revisions/Amendment Requests

Performance Reports

1199A Standard Forms

View Award Package

Please review the Award Letter provided below. When you are finished, click the *Go Back* button.

Jersey City Department of Fire and Emergency Services, Award Number: EMW-2015-PU-00559-S01

Program Name:	Port Security Grant Program	Total Cost Approved:	\$675,000.00
Year:	2015	Federal Share:	\$506,250.00
Project Period of Performance:	09/01/2015 to 08/31/2018	Applicant Share:	\$168,750.00
View: Application Details Award Details Award Package			

Award Letter



U.S. Department of Homeland Security
Washington, D.C. 20472

Scott McDermott
Jersey City Department of Fire and Emergency Services
465 Marin Blvd
Jersey City, NJ 07302

Re: Grant No. EMW-2015-PU-00559

Dear Scott McDermott:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2015 Port Security Grant Program has been approved in the amount of \$506,250.00. As a condition of this award, you are required to contribute a cost match in the amount of \$168,750.00 of non-Federal funds, or 25 percent of the total approved project costs of \$675,000.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2015 Port Security Grant Program Funding Opportunity Announcement.

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please go on-line to the ND Grants system at <https://portal.fema.gov>. After logging in, you will see a subtitle Grants Management. Under this subtitle, you will see a link that says Award Package(s). Click this link to access your award packages. Click the Review Award Package link to review and accept the award package for your award. Please print your award package for your records.

Step 2: Please fill out and have your bank complete and sign the SF 1199A, Direct Deposit Sign-up Form. The information on the 1199A must match your SAM record. Be sure to include your DUNS and grant number on the form in Section 1F "Other." The SF 1199A should be sent directly from your financial institution to the FEMA Finance Center, via fax or mail to the Vendor Maintenance Office (see address below). The 1199A form will not be accepted unless it is received directly from the financial institution. Please pay careful attention to the instructions on the form.

FEMA Finance Center
Attn: Vendor Maintenance
P.O. Box 9001
Winchester, VA 22604

Secured Fax: (540) 504-2625
Email: FEMA-Finance@FEMA.DHS.gov

System for Award Management (SAM): Please ensure that your organization's name, address, DUNS number, EIN, and banking information are up to date in SAM and that the DUNS number used in SAM is the same one used to apply for all FEMA awards. The System for Award Management is located at <http://www.sam.gov>. Future payments will be contingent on the information provided in the SAM; therefore it is imperative that the information is correct.

If you have any questions or concerns regarding the process to request your funds, please call (866) 927-5646.



BRIAN KAMOIE, GPD Assistant Administrator

Return to Award Package

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16-073

Agenda No. 10.1

Approved: FEB 10 2016

TITLE:

RESOLUTION AUTHORIZING THE CITY'S ENTRANCE INTO A MASTER SERVICES AGREEMENT WITH CLEAN EARTH, INC. TO FACILITATE THE REMOVAL OF A DIRT PILE ON THE HISTORIC HOLLAND STREET, PROJECT NO. 15-010E, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION



COUNCIL AS A WHOLE
FOLLOWING RESOLUTION:

OFFERED AND MOVED ADOPTION OF THE

WHEREAS, the City of Jersey City (City) must remove of a dirt pile on the historic Holland Street (Site) in order to open the street to the public ; and

WHEREAS, the City has used the services of Accredited Analytical Resources to perform testing of the dirt prior to removal; and

WHEREAS, Accredited Analytical Resources has found the dirt does not contain herbicides, pesticides, asbestos, insecticides or residues thereof at concentrations that would render it hazardous as defined by 40 CFR 261; and

WHEREAS, the City is able to move the dirt and requires a facility to accept the removed dirt; and

WHEREAS, Clean Earth, Inc. (Contractor) has agreed to accept the dirt after reviewing the test results found by Accredited Analytical Resources; and

WHEREAS, the contract term shall end upon completion of the aforementioned work but shall not exceed one (1) year; and

WHEREAS, the total contract amount for agreement to accept disposal of the dirt on Holland Street, Project No. 15-010E, shall be for a sum not to exceed Four Thousand Dollars and Zero Cents (\$4,000.00); and

WHEREAS, the City is acquiring these services as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 40A:11-6.1, as a contract which may be awarded directly by the Purchasing Agent as the contract amount falls within the statutory quote threshold; and

WHEREAS, the purpose of this Resolution is to consider the Master Services Agreement, attached hereto as **Attachment A**, which contains certain mutual indemnifications and verifications regarding content of the dirt, Exhibits A through C, and a Credit Application;

WHEREAS, the Contractor requires a Master Services Agreement with the City in order to accept the dirt; and

WHEREAS, the Contractor and the City have agreed upon the terms of the Master Services Agreement; and

WHEREAS, funding in the amount of Four Thousand Dollars and Zero Cents (\$4,000.00) is available for this expenditure from:

Account No. 04-215-55-912-990 Requisition #0173104 P.O. # 119831 Amount \$4,000.00

Alanna Mares, CFO

City Clerk File No. Res. 16.073
Agenda No. 10.1 FEB 10 2016

TITLE:

RESOLUTION AUTHORIZING THE CITY'S ENTRANCE INTO A MASTER SERVICES AGREEMENT WITH CLEAN EARTH, INC. TO FACILITATE THE REMOVAL OF A DIRT PILE ON THE HISTORIC HOLLAND STREET, PROJECT NO. 15-010E, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Jersey City that:

1. The City of Jersey City hereby accepts the Master Services Agreement in substantially the form attached and agrees to comply with the terms and conditions attached, and
2. Subject to such modifications as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the Master Services Agreement, as well as any all documents necessary to effectuate the transaction and the effect of this resolution.

APPROVED: Joe R. CyphreAPPROVED: [Signature]

Business Administrator

APPROVED AS TO LEGAL FORM

Joanne Monahan

Corporation Counsel

Certification Required ☒Not Required ☐**APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.10.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE CITY'S ENTRANCE INTO A MASTER SERVICES AGREEMENT WITH CLEAN EARTH, INC. TO FACILITATE THE REMOVAL OF A DIRT PILE ON THE HISTORIC HOLLAND STREET, PROJECT NO. 15-010E, FOR THE DEPARTMENT OF ADMINISTRATION, DIVISION OF ENGINEERING, TRAFFIC AND TRANSPORTATION

Project Manager

Department/Division	Administration	Engineering, Traffic & Transportation
Name/Title	Justina Cheng	Environmental Engineer
Phone/email	201-547-4413	jcheng@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The purpose of this resolution is to enter into a master services agreement with Clean Earth, Inc. This will allow the City to facilitate the removal of a dirt pile from the historic Holland Street to Clean Earth's facility so that the street may be open to the public. The material has been tested and deemed acceptable for Clean Earth's facility, and will be moved by City workers.

Cost (Identify all sources and amounts)

Engineering Capital/Environmental
04-215-55-912-990 : \$4,000.00

Contract term (include all proposed renewals)

Upon completion of project; shall not exceed
one (1) year

Type of award

Other


If "Other Exception", enter type

Quote Threshold

Additional Information

The material was tested by Accredited Analytical Resources, and the results were reviewed and subsequently accepted by Clean Earth, Inc. The final cost of disposal to Clean Earth's site is dependent on the weight of the material, and therefore is subject to change with recent weather.

I certify that all the facts presented herein are accurate.


Signature of Municipal Engineer

2/2/16
Date



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE, ENGINEERING,
TRAFFIC & TRANSPORTATION
MUNICIPAL SERVICES COMPLEX | 13-15 LINDEN AVE EAST
P: 201 547 5900 | F: 201 547 5806



ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

DATE : January 15, 2016
TO : Rolando L. Lavarro Jr., Council President and Council Members
FROM : Jose R Cunha, Municipal Engineer
 Brian Weller, Director, Division of Architecture
SUBJECT : Holland Street Dirt Removal
 Jersey City Project No. 15-010E
 Resolution to Award Master Services Agreement to Clean Earth, Inc.

The City of Jersey City (City) must remove of a dirt pile on the historic Holland Street (Site) in order to open the street to the public. Soil testing was completed by Accredited Analytical Resources, who determined that the dirt does not contain herbicides, pesticides, asbestos, insecticides or residues thereof at concentrations that would render it hazardous as defined by 40 CFR 261.

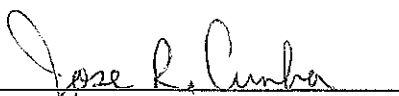
The City is able to move the dirt and requires a facility to accept the removed dirt. Clean Earth, Inc. (Contractor) has agreed to accept the dirt after reviewing the test results found by Accredited Analytical Resources and requires a Master Services Agreement with the City in order to accept the dirt. The Contractor and the City have agreed upon the terms of the Master Services Agreement.

The total contract amount for agreement to accept disposal of the dirt on Holland Street, Project No. 15-010E, shall be for a sum not to exceed Four Thousand Dollars and Zero Cents (\$4,000.00).

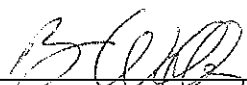
Following are the sources of funding for this project:

- | | |
|--|------------|
| 1. Engineering Capital/Environmental Account | \$4,000.00 |
|--|------------|

Attached for your consideration is the Resolution authorizing the Master Services Agreement with Clean Earth, Inc. not to exceed the amount of \$4,000.00 for the subject project.



Jose R. Cunha
Municipal Engineer



Brian Weller
Director, Division of Architecture



Faster, smarter, greener solutions.®

EXHIBIT A Material Profile Sheet

Global Job # _____
Sales Rep _____

- | | | | |
|--|--|---|--|
| <input checked="" type="checkbox"/> Clean Earth of Carteret
24 Middlesex Avenue
Carteret, NJ 07008
T 732-541-8909 | <input type="checkbox"/> Clean Earth of Maryland
1469 Oak Ridge Place
Hagerstown, MD 21740
T 301-791-6220 | <input type="checkbox"/> Clean Earth of Williamsport
212 Colvin Road
Williamsport, PA 17701
T 570-494-0200 | <input type="checkbox"/> Clean Earth of Southeast Pennsylvania
7 Steel Road East
Morrisville, PA 19067
T 215-428-1700 |
| <input type="checkbox"/> Clean Earth of Philadelphia
3201 South 61st Street
Philadelphia, PA 19153
T 215-724-5520 | <input type="checkbox"/> Clean Earth of New Castle
94 Pyles Lane
New Castle, DE 19720
T 302-427-6634 | <input type="checkbox"/> Clean Earth of Greater Washington
6250 Dower House Road
Upper Marlboro, MD 20772
T 877-445-3478 | |

A. Waste Generator/Job Site Information

- | | |
|--|--|
| 1. Generator Name: <u>The City of Jersey City</u> | 8. Job Site Name: <u>Holland Street</u> |
| 2. Generator Address: <u>13-15 Linden Ave East</u> | 9. Job Site Address: <u>Holland Street</u> |
| 3. Generator City/St/Zip: <u>Jersey City, NJ 07305</u> | 10. Job Site City/St/Zip: <u>Jersey City, NJ 07302</u> |
| 4. Generator Phone: <u>201-547-5900</u> | 11. Job Site Phone: <u>2015474411</u> |
| 5. Generator Contact: <u>Brian Weller</u> | 12. Job Site Contact: <u>Justina Cheng</u> |
| 6. Generator Email: <u>wellerb@cnj.org</u> | 13. Job Site Email: <u>jcheng@cnj.org</u> |
| 7. Generator County: <u>Hudson County</u> | 14. Job Site County: <u>Hudson County</u> |

Billing Information

- | | |
|---------------------------------|-----------------------------|
| 15. Customer Name: _____ | 18. Customer Phone: _____ |
| 16. Customer Address: _____ | 19. Customer Contact: _____ |
| 17. Customer City/St/Zip: _____ | 20. Customer Email: _____ |

B. Waste Stream Information

1. Name of waste: Holland Street Construction Waste 2. State waste code(s) (if applicable): _____
3. Process generating waste (attach separate sheet, if necessary): embankment excavation for retaining wall repair
4. Is this waste a soil amendment (i.e., bio-solids, paper pulp sludge, lime neutralized industrialized water sludge, water potable treatment plant sludge)? ☐ Yes ☒ No ☐ N/A
5. Estimated quantity of waste: 50 ☐ Tons ☐ Gallons ☒ Cubic Yards 6. Term of project: ☐ Recurring ☒ One Time

C. Waste Composition/Characteristics

1. Source of contamination (i.e., UST, AST, leak, spill, non specific): non-specific
2. Type of contamination (i.e., diesel, gasoline, waste oil, heating oil, MGP, etc.): _____
3. Contaminants of concern: SVOCs, metals, pesticides
4. Provide a site history detailing past and present land uses, on site storage/process information, and any activities related to contaminants of concern (attach a separate sheet if necessary): historic site in Jersey City to be open to the public
5. Composition of waste (clay, rock, sand, moisture, chemical, constituents, contaminants, etc., should equal 100%):
- | | | |
|-------------|---|---|
| 6% moisture | % | % |
| 25% rock | % | % |
6. Is this site a State or Federal Superfund Site? ☐ Yes ☒ No
7. Is laboratory report being supplied with this profile? ☒ Yes ☐ No
- 7a. If yes, you will need to attach a sampling plan description and a diagram of sampling locations that ties to the data. Please refer to the "Site Sampling Diagram" form in your approval package for guidance.
8. Is the waste represented in this waste profile classified as a radioactive material under USEPA 40 CFR 191.12 or other applicable regulatory provisions? ☐ Yes ☒ No
9. Does the waste represented contain any levels of polychlorinated biphenyls (PCBs)? ☐ Yes ☒ No
- 9a. If yes, list the level: _____
- 9b. If yes, is the waste material TSCA regulated or defined as a PCB remediation waste under TSCA? ☐ Yes ☐ No ☐ N/A
10. Does the waste represented contain herbicides, pesticides, asbestos, insecticides or residues thereof at concentrations that would render it hazardous as defined by 40 CFR 261 or subject to additional state or federal regulations? ☐ Yes ☒ No

Global Job # _____

Sales Rep _____

C. Waste Composition/Characteristics (continued)

11. The waste represented in this profile is generated as a result of the corrective response taken under the Federal Underground Storage Tank Regulation 40 CFR 280. ☐ Yes ☒ No
12. Is the waste a dioxin bearing waste? ☐ Yes ☒ No
13. Is the waste a treatment residue from a previously listed or characteristic hazardous waste? ☐ Yes ☒ No
14. Is there a nuisance level of odor associated with this waste? ☐ Yes ☒ No
15. Are there any special handling instructions for management of this waste? ☐ Yes ☒ No
16. Have any odor suppressing foams or absorbents been added to the waste? ☐ Yes ☒ No
17. Does this waste represented contain Coal Combustion By-products (CCB); e.g., Fly Ash, Slag? ☐ Yes ☐ No ☒ N/A
(Applicable to Maryland facilities.)
18. If yes to any of the above questions, please explain (attach an additional sheet if necessary):

D. Generator Certification

1. I certify that the waste represented by this profile is not a listed hazardous waste, nor does it contain a listed hazardous waste, nor does it exhibit any characteristics of a hazardous waste as defined by 40 CFR 261. ☒ Yes ☐ No
2. I certify that this waste profile and all attachments contain true and accurate descriptions of the waste material. ☒ Yes ☐ No
3. I certify that all relevant information in possession of the Generator pertaining to known or suspected hazards with regard to the waste has been disclosed to Clean Earth. ☒ Yes ☐ No
4. I certify that all changes that occur in the characteristics of the waste will be identified by the Generator and disclosed to Clean Earth prior to providing the waste to Clean Earth. ☒ Yes ☐ No
5. I certify that the analytical data attached hereto are derived from testing representative sample(s) as referenced in 40 CFR 261.20 or an equivalent state regulatory provision. ☒ Yes ☐ No ☐ N/A
6. For sites that contain "clean fill," the undersigned certifies that a site investigation was conducted and that the soil was characterized according to the proposed Clean Earth facility(s) acceptance criteria for soil classification as "clean fill" and where applicable in accordance with the Pennsylvania Management of Fill Policy. ☐ Yes ☐ No ☒ N/A
7. The undersigned has determined the non-hazardous status of the said waste is in accordance with 40 CFR 262.11. ☒ Yes ☐ No
Should, at any time after delivery, the material accepted by Clean Earth be found to be non-conforming to the information certified in this profile and represented by documentation attached hereto, it becomes the responsibility of the Generator/Agent to remove the waste from the designated Clean Earth facility within five (5) days of notification. Notification is to be verbal followed by written notification, overnight receipted. It is the Generator's/Agent's responsibility to abide by all Federal, State and Local regulations associated with the removal of their waste. If the waste is not removed within the specified time period, said disposal shall be arranged by a Clean Earth representative and billed to the Generator/Agent at cost plus basis. Furthermore, the Generator/Agent will be responsible for any and all costs for decontamination required by the Clean Earth facility that is related to the Generator's/Agent's material and all liability for such nonconforming waste shall revert to Generator/Agent.

***Certification**Signature: Brian WellerDate: 1/14/16Name (type or print): Brian WellerCompany: The City of Jersey City

*If someone other than the Generator is signing this profile or intends to sign any paperwork (which includes, but is not limited to, additional certifications, manifests, etc.) pertaining to this waste profile, authorization from the Generator, on the Generator's letterhead, must be supplied to Clean Earth prior to acceptance of waste material.

E. Clean Earth Waste Approval Decision

1. Treatment Option(s) _____
2. Proposed Treatment Facility(s) _____
3. Supplemental information (special handling, hours of acceptance, etc.): _____

4. Approval decision: ☐ Approved ☐ Denied Approved tonnages: _____

4a. If denied, please indicate the reason in the space provided: _____

5. Approval Signature: _____ Date: _____

6. Facility Manager's Signature: _____ Date: _____

MASTER SERVICE AGREEMENT

This Master Service Agreement (hereinafter, this "Agreement") is entered into this 22nd day of December, in the year 2015_____, between the Clean Earth corporate entity or entities designated on the Waste Profile Sheet(s) attached hereto as Exhibit A (such entity, or each such entity, as the case may be, hereinafter referred to as "**Contractor**," but only with respect to the particular services to be performed by that entity pursuant to the Project Rate Sheet(s) attached hereto as Exhibit B) and City of Jersey City (hereinafter referred to as "**Customer**"), with an address at 280 Grove Street, Jersey City, NJ 07302. **Contractor** and **Customer** are hereinafter referred to collectively as the "Parties."

BACKGROUND

- A. **Contractor** is engaged in the business of providing services involving the reuse, transportation, storage, processing, treatment, and disposal of specific types of materials.
- B. **Customer** wishes to obtain services from **Contractor** to manage certain material that has been generated by **Customer** or over which **Customer** otherwise has control.
- C. The material to be provided by **Customer** to **Contractor** (hereinafter referred to, singularly and collectively, as the "Material") shall be described in a "Profile Sheet" or, if more than one type of Material, "Profile Sheets" attached to this Agreement as Exhibit A and any other documents attached thereto or referenced therein. The Material may or may not be classified as waste, and may consist of, without limitation, soil, rubble, dredge material, and petroleum-impacted media.

TERMS AND CONDITIONS

In consideration of the foregoing and the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **Contractor** and **Customer**, intending to be legally bound, do hereby agree as follows:

1. Provision of Services

- (a) **Contractor** agrees to provide services to **Customer** solely in accordance with and subject to the terms and conditions of this Agreement.
- (b) The specific services to be provided by **Contractor** for **Customer** and the costs of those services are more particularly described in the Project Rate Sheet(s) attached hereto as Exhibit B, which has or have been prepared by **Contractor** and accepted by **Customer**.
- (c) **Contractor's** obligation to provide the services described in the Project Rate Sheet(s) is expressly conditioned upon the following:
- (i) **Contractor's** receipt from **Customer** of a complete and accurate Profile Sheet for each Material demonstrating that such Material (1) is the same Material as described in the Project Rate Sheet and (2) may be accepted or handled by **Contractor** based on the permits, authorizations and the rules and regulations to which the receiving facility may be subject; and
- (ii) **Customer's** execution of the Project Rate Sheet confirming acceptance of all information contained therein, including the costs of the services described therein.
- (d) The Project Rate Sheet(s) and the Profile Sheet(s), including any documents attached thereto or referenced therein, are hereby expressly incorporated in and made a part of this Agreement.
- (e) **Customer** shall comply with all applicable federal, state and local laws, ordinances, rules, and regulations with respect to properly characterizing, labeling, packaging, and making the Material ready for transport, and shall complete all necessary paperwork, including manifests and bills of lading, as applicable, associated with the shipment of the Material to **Contractor** or as directed by **Contractor**.

(f) In the event of a conflict between the terms and conditions of this Agreement and the Project Rate Sheet(s) or Profile Sheet(s) attached hereto, the terms and conditions of this Agreement shall control unless the Parties expressly agree in writing to the contrary.

2. Customer Representations and Warranties

(a) **Customer**, through its undersigned representative, hereby represents and warrants that the generator information contained in the attached Project Rate Sheet(s) or Profile Sheet(s) is true and accurate to the best of **Customer's** knowledge, that characterization sampling of the Material has been performed in accordance with all applicable protocols and standards, and that analytical results from characterization sampling of the Material provided to **Contractor** are representative of the physical and chemical characteristics of the Material.

(b) **Customer** hereby represents and warrants that all Material delivered by **Customer** to **Contractor** shall be consistent with the descriptions contained in the Project Rate Sheet and the Profile Sheet for the Material.

(c) **Customer** hereby represents and warrants that it is under no legal restraint, order, agreement, directive, or other limitation or constraint that would (i) prevent **Customer** from using **Contractor's** services pursuant to this Agreement or (ii) restrict the labeling, packaging, and readying for transport, or the transporting, processing, treatment or other disposition of the Material.

(d) If applicable, **Customer** hereby authorizes the Agent/Broker designated on the Generator Authorization Letter attached hereto as Exhibit C to sign all paperwork pertaining to the Material and **Customer** agrees that it shall not terminate the authority of such Agent/Broker without providing **Contractor** with not less than ten (10) days prior written notice of such termination and, if applicable, designation of a substitute Agent/Broker.

3. Contractor Representations and Warranties

Contractor hereby represents and warrants that: (a) **Contractor** will manage the Material in a safe and workmanlike manner in compliance with all valid and applicable federal, state and local laws, ordinances, rules, regulations, permits and orders; and (b) **Contractor** will use facilities that have been issued permits, licenses, certificates or approvals required by valid and applicable laws, ordinances, rules and regulations necessary for the facilities to accept, store, process, treat and/or dispose of the Material. Except as otherwise expressly provided herein, **Contractor** makes no other representations and warranties and hereby disclaims any other representation or warranty, whether express or implied.

4. Inspection: Rejection of Material

(a) **Contractor** shall have the right, but not the obligation, to inspect, analyze and/or test the Material delivered or provided by **Customer** to **Contractor**; provided, however, that any failure of **Contractor** to perform any such inspection, analysis and/or testing, or to detect any Material which does not comply with the terms hereof despite such the same shall in no way relieve the **Customer** from its obligations hereunder.

(b) If the Material (i) does not meet the description and specifications set forth in the corresponding Profile Sheet or (ii) is otherwise not suitable for processing and/or treatment in the reasonable judgment of **Contractor**, for instance the material is malodorous, contains unacceptable amounts of debris such as, but not limited to, rebar, rubber, large stones, tires, and plastic sheeting, or has a high moisture content, is incompatible with other materials to be treated or processed, then the material shall be classified as "Non-Conforming Material" for purposes of this Agreement. Non-Conforming Material shall also include any material which may be conforming or acceptable to **Contractor** but which has been co-mingled with Non-Conforming Material. If Material is determined by **Contractor** to be Non-Conforming Material, **Contractor** may, at its option, (i) reject the Non-Conforming Material and return it to **Customer** at **Customer's** sole expense, (ii) require **Customer** to remove and dispose of the Non-Conforming Material at **Customer's** sole expense, or (iii) remove and dispose of the Non-Conforming Material in which case **Customer** shall pay **Contractor's** customary fees for such services with respect to the Non-Conforming Material.

(c) **Customer** shall promptly (in accordance with Payment Section 7(c) below) reimburse **Contractor** and its transferee(s) for any losses, costs, expenses, fines, penalties, liabilities or damages (including reasonable attorneys' fees) that **Contractor** and/or its transferee(s) may incur as a result of receiving Non-Conforming Material from **Customer**, including costs of storing, transporting, retrieving, processing, treating, disposing, or otherwise handling or managing the Non-Conforming Material. As used herein, the term "transferee" shall mean any party receiving Material from **Contractor**, including Non-Conforming Material, in connection with **Contractor's** performance of this Agreement.

(d) Title to and liability for Non-Conforming Material shall remain with **Customer** at all times.

(e) **Contractor** reserves the right to reject or delay any shipment of Material from **Customer** in circumstances where the required paperwork for the shipment is incomplete, inaccurate or missing. **Customer** shall be responsible for all costs associated with storing, transporting or otherwise managing the rejected or delayed shipment of Material, including, but not limited to, storage and demurrage costs.

5. Indemnification

(a) **Contractor** hereby agrees to indemnify and hold **Customer** harmless from any losses, damages, suits, penalties, fines, costs, liabilities and expenses arising out of any third party claim for (i) loss or damage to property or the environment, or (ii) injuries to or death of persons, including **Customer's** employees and agents, caused by or arising from **Contractor's** gross negligence, willful misconduct, material breach of this Agreement (including the representations and warranties contained therein), or material violations of laws, ordinances, rules, regulations, orders or permits by **Contractor** in effect at the time that the services at issue are provided pursuant to this Agreement.

(b) **Customer** hereby agrees to indemnify and hold **Contractor** harmless from any losses, damages, suits, penalties, fines, costs, liabilities and expenses arising out of any third party claim for (i) loss or damage to property or the environment, or (ii) injuries to or death of persons, including **Contractor's** employees and agents, caused by or arising from **Customer's** gross negligence, willful misconduct, material breach of this Agreement (including the representations and warranties contained therein), material violations of laws, ordinances, rules, regulations, orders or permits, or the delivery to **Contractor** of Material that does not conform to the description of the Material set forth in this Agreement.

(c) Neither party shall be liable to the other for special, consequential, incidental or punitive damages arising out of the non-performance of this Agreement or a breach hereof.

6. Limited License to Enter

When **Customer** is transporting Material to a facility operated by **Contractor**, **Customer** and its sub**Contractors** shall have a limited license to enter that facility for the sole purpose of unloading the Material at such facility in the manner directed by **Contractor**. **Customer** shall comply, and ensure that its sub**Contractors** comply, with all rules, regulations and requirements of the facility, as shall then be in effect. **Contractor** may reject Material, deny **Customer** or its sub**Contractors** entry to the facility and/or terminate this Agreement in the event of the failure by **Customer** or its sub**Contractors** to follow such rules, regulations and requirements.

7. Charges and Payments

(a) **Customer** agrees to pay for the services performed pursuant to this Agreement in accordance with the terms set forth herein (including, without limitation, the surcharges shown on the Project Rate Sheet, if and to the extent applicable), unless such terms are specifically modified in writing by both Parties.

(b) Charges for services performed pursuant to this Agreement shall be in accordance with the applicable Project Rate Sheet(s) included in Exhibit B.

(c) Invoices to **Customer** are to be issued on or before the first of the month in which payment by **Contractor** is sought, for approval by the Municipal Council on the fourth Wednesday of the month invoiced. Failure of the **Customer** to satisfy this schedule shall not entitle the contractor to interest charges, penalties or any other type of escalation of the invoiced amount. Request for payments to the **Contractor** shall be submitted for approval by the Jersey City Council after the Jersey City Business Administrator or his authorized designee verifies the information submitted by the **Contractor**. Payments can only be made after approval by the Jersey City Council.

(d) **Customer** shall be solely responsible for all federal, state and local excise taxes, occupational taxes, sales taxes, use of service fees, environmental fees, recycling fees, local municipality fees, surcharges, costs of analytical services required by receiving facilities for Material, transportation cost increases, fuel surcharges, costs of handling Non-Conforming Material, and other similar taxes, fees and charges. **Customer** shall promptly reimburse the **Contractor** for any such costs, taxes, fees and surcharges, together with any interest and penalties assessed by any taxing authority. **Customer** shall also be solely responsible for any additional costs or charges caused by any delay (unless due to **Contractor**) including, without limitation, demurrage costs.

(e) Except as otherwise provided herein, **Contractor** may not increase the prices set forth in the Project Rate Sheet(s) contained in Exhibit B for a period of thirty (30) days after the effective date of the Project Rate Sheet(s). From and after thirty (30) days of the effective date of the Project Rate Sheet(s) (unless otherwise stated herein), the prices set forth in the Project Rate Sheet(s) shall be subject to change by **Contractor**, provided that **Contractor** gives **Customer** advance written or verbal notice of such change in prices. **Customer** shall have five (5) days from the date of notification by **Contractor** to accept or reject any cost or price increase tendered by **Contractor**. If **Customer** rejects the proposed price increase, **Contractor** shall have the right to terminate this Agreement or refuse to provide services to **Customer** pursuant to the Project Rate Sheet(s) that **Contractor** has sought to change.

(f) Except as otherwise set forth in the Project Rate Sheet(s), invoiced tonnage (if applicable) will be based on facility or **Contractor's** certified scales weight tickets and therefore may be more or less than the estimated tonnages set forth in the Project Rate Sheet(s).

(g) Services required beyond the scope of the services described in the Project Rate Sheet(s) contained in Exhibit B will be invoiced at the price mutually agreed to in writing by **Contractor** and **Customer**.

(h) The costs of obtaining special permits, licenses, authorizations or approvals to allow **Contractor** to handle particular Material will be charged to the **Customer** at the rate of cost, plus 10% unless otherwise specified in writing.

(i) At the request of **Customer** and if applicable, a Certificate of Recycling and/or Disposal (as such terms are used in the waste treatment industry) received by **Contractor** will be issued upon receipt by **Contractor** of full payment for the services rendered in connection with managing such Material. **Customer** shall be deemed to retain full and complete ownership of the Material until such time as **Contractor** is paid in full for its services pursuant to this Agreement.

8. Insurance

(a) **Contractor** hereby agrees to furnish **Customer** with a Certificate of Insurance attesting to the existence of Worker's Compensation insurance coverage providing statutory benefits, Pollution Liability insurance and Comprehensive Automobile and Commercial General Liability insurance coverage with policy limits of not less than those set forth on the Certificate of Insurance, which is marked as a schedule in the Project Rate Sheet(s) contained in Exhibit B.

(b) In the event that **Customer** has not provided specific insurance requirements to **Contractor** for its review prior to **Contractor** submitting to **Customer** a Project Rate Sheet, and it is determined subsequent to acceptance of the Project Rate Sheet by **Customer** that insurance coverage is required that is in excess of the standard scope of coverage provided by **Contractor**, then **Contractor** may charge to **Customer** the costs of any additional premiums or surcharges imposed upon **Contractor** to obtain such additional insurance coverage. **Customer** shall pay the costs of such additional premiums or surcharges in advance of **Contractor** procuring said additional insurance coverage. In the event that **Customer** refuses to pay the costs of such additional premiums or surcharges in advance, then **Contractor** shall have no obligation to provide the additional insurance coverage requested by **Customer** and **Customer** shall have no claim against **Contractor** for its failure to procure the additional insurance coverage nor may **Customer** otherwise be permitted to declare **Contractor** in breach or default of this Agreement.

9. Arbitration

(a) Any dispute or controversy arising out of or relating to this Agreement, or any amendment or modification thereto, shall be determined by arbitration in the County of Hudson, State of New Jersey, pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The Parties agree that the arbitrator shall have the power to award specific performance or injunctive relief to in any such arbitration. The costs of arbitration, including each Party's legal fees, shall be borne as directed by the arbitrator.

(b) The Parties consent to the jurisdiction of the courts in the State of New Jersey for all purposes ancillary to arbitration, including the enforcement of the arbitration agreement and the proceedings, and the entry of a judgment on any award, and further consent that any process or notice of motion or other application to a court or to a judge thereof may be served by registered or certified mail.

10. **Independent Contractor**

Contractor is and shall perform under this Agreement as an independent **Contractor**. The employees, agents, methods, equipment and facilities of **Contractor** shall at all times be under **Contractor's** exclusive direction and control. Nothing in this Agreement shall be construed or interpreted so as to cause **Customer** or any of its employees, agents, officers or directors to be deemed an agent for, joint venture of, employee of or partner of **Contractor**.

11. **Assignment and Termination**

Neither Party hereto may assign or delegate the performance of any portion of this Agreement without the prior express written consent of the other, which consent shall not be unreasonably withheld, delayed or conditioned; provided however, **Contractor** may assign this Agreement to an affiliate of **Contractor** or an entity under the control or common control of **Contractor**, without the written consent of **Customer**. In the event of the filing of a petition by or against the **Customer** under any bankruptcy, insolvency or reorganization laws, or the appointment of a receiver or trustee or an assignment for the benefit of creditors, then **Contractor**, at its option, and in addition to any other remedies at law, in equity or hereunder, may forthwith terminate this Agreement without further obligation or liability by **Contractor** to **Customer**.

12. **Force Majeure**

Contractor shall not be liable for any failure to provide services pursuant to this Agreement, including, but not limited to, removing, accepting, handling, processing, treating or disposing of Material, if such failure is caused directly or indirectly by acts of God; acts of war (including acts of terrorism); weather conditions; labor disputes or strikes; accidents; fires; explosions; floods; sabotage; fuel shortages; orders, filings, directives, laws, rules, regulations, ordinances, actions or inactions of any federal, state, or local governmental agency, department, court or body having jurisdiction over the activities of **Customer** or **Contractor**; changes in laws; inability to obtain the requisite licenses, approvals or permits; or any other matters beyond the reasonable control of **Contractor**.

13. **Notices**

(a) Except as otherwise specified in this Agreement, all notices pursuant to this Agreement shall be in writing, shall be directed to the attention of the respective representatives of **Contractor** or **Customer** listed below, and shall be deemed to have been sufficiently given (i) when delivered personally, (ii) when sent by verified facsimile (with confirmation copy sent by overnight mail), (iii) when sent by overnight courier, or (iv) when sent by certified mail, return receipt requested to the respective representatives of **Contractor** and **Customer** at the addresses listed below:

To **Contractor**: Clean Earth, Inc.
 334 South Warminster Road
 Hatboro, PA 19040
 Attn: Client Solutions Manager

To **Customer**: _____

(b) Notices pursuant to this Paragraph shall be deemed effective upon receipt.

(c) Either Party may designate a new representative to receive notices under this Agreement by notifying the other Party in writing of the name, address, telephone number and facsimile number of the new representative.

14. **Entire Agreement**

This Agreement, including the Exhibits attached hereto which are made a part hereof, supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the Parties with respect to this matter. Any previous warranties, representations, agreements, understandings, covenants, discussions, drafts and writings are specifically

replaced and superseded by the terms and conditions contained in this Agreement. Each Party further agrees and acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any Party or anyone acting on behalf of any Party, which are not embodied herein and that no other agreement, statement, or promise not contained herein shall be valid or binding. It is specifically agreed between the Parties that no pre-printed language on any purchase order, work order or other similar instrument from either Party hereto shall alter, change, modify or amend the terms and conditions contained in this Agreement, and in particular, it is agreed that any such pre-printed language shall be deemed null and void. Any modification or amendment to this Agreement must be in writing and signed by both Parties.

15. Binding Agreement

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their heirs, executors, administrators, successors, and assigns. If any term, covenant or condition of this Agreement is determined to be illegal, invalid, void or unenforceable, such finding shall not affect the other provisions of this Agreement.

16. Clean Earth of North Jersey

If and to the extent any Material is to be disposed of, processed or treated at the Clean Earth of North Jersey facility located at 115 Jacobus Avenue, Kearny, New Jersey 07032, the following terms and provisions shall apply to **Contractor's** services with respect to such Material:

(a) All references in this Agreement to the term "material" or "Material" shall be deemed to refer to the term "waste" or "Waste," respectively.

(b) All references in this Agreement to the term "Profile Sheet" shall be deemed to refer to the term "Waste Material Profile Sheet."

(c) In the section of this Agreement entitled "Background," the last sentence in Paragraph C shall be deemed deleted.

(d) The following provisions shall be deemed substituted for those set forth in Paragraph 1, subparagraph (c)(i), of this Agreement:

"(i) **Customer** shall provide **Contractor** with a written, full, complete and accurate description of the Waste, including but not limited to, a complete description of all processes generating or involving the Waste, the proper name(s), hazard class(es), the EPA identification number(s) and all material safety data sheets relating thereto. **Customer** covenants, warrants and agrees that the description of the Waste in each Waste Material Profile Sheet is full, complete and accurate, including but not limited to, the process generating the waste, and the other information contained therein. **Customer** represents and warrants that all Waste delivered to **Contractor**, including each unit or container of Waste, shall conform to the description of the Waste furnished to **Contractor**. Where **Contractor** requires **Customer** to furnish a sample of the Waste to **Contractor**, **Customer** warrants and represents that the same is a true representative sample of the entire Waste stream, provided however, that the submission of the sample to **Contractor** for laboratory analysis does not relieve **Customer** of its obligations to provide a written description of the Waste nor **Customer's** warranty of such description of the Waste. It is expressly understood and agreed that any technical assistance or advice rendered by **Contractor** to **Customer** in reference to the efforts of **Customer** to properly classify **Customer's** Waste stream, shall be deemed gratis advice only. It shall remain **Customer's** responsibility at all times to comply with the environmental laws and to provide a proper description of the Waste."

(e) The following provisions shall be deemed substituted for those set forth in Paragraph 4, subparagraphs (b) through (d), of this Agreement:

"(b) In the event that the **Contractor** discovers that the Waste or any unit or container thereof does not conform to the description set forth in this Agreement, whether or not said Waste has previously been accepted by **Contractor** as conforming, **Contractor** shall notify **Customer** of the nonconformity and the Parties shall initiate any necessary measures for the safe handling, transportation and/or disposal of the Waste. If the Parties cannot agree upon the alternate methods for properly handling the Waste stream of **Customer** within twenty-four (24) hours from the time that **Contractor** has given written notice to **Customer**, **Contractor** may, in addition to any other remedies hereunder, or at law or in equity, return said Waste to **Customer** and **Customer** agrees to accept the same. For all nonconforming

Waste, **Customer** agrees to pay or reimburse **Contractor** for all reasonable costs of handling, storage, administration, transportation and/or disposal costs incurred by **Contractor** on behalf of **Customer**.

(c) In addition, **Customer** shall reimburse **Contractor** for any damages incurred by **Contractor**, and any fines and penalties that **Contractor** may be required to pay any governmental agency or court due to **Customer** furnishing Waste that was not in compliance with the specifications set forth in the Waste Material Profile Sheet.

(d) At the time **Contractor** accepts the Waste from **Customer** for transportation, title, risk of loss and all other incidents of ownership of the Waste shall be transferred from **Customer** to **Contractor**. In the event that the Waste is discovered to be nonconforming, **Contractor** may revoke its acceptance of the Waste. Upon written notification of revocation of acceptance, title, risk or loss and all other incidents of ownership shall re-vest in **Customer**."

(f) In the event of any inconsistency between the provisions of this Paragraph 16 and the other provisions of this Agreement, the provisions of this Paragraph 16 shall govern and be binding.

17. Miscellaneous

(a) In the event **Customer** fails to pay **Contractor** all amounts due hereunder, **Contractor** shall be entitled to collect all reasonable collection costs or expenses, or other costs or handling fees for returned checks from **Customer**.

(b) The validity, interpretation and performance of this Agreement shall be construed in accordance with the laws of the State of New Jersey.

(c) **Customer's** payment obligation for services, the representations and warranties and the indemnity obligations set forth herein made by each Party shall survive termination of this Agreement.

(d) This Agreement shall be construed as if both Parties equally participated in its drafting, and thus shall not be construed against the drafter.

(e) This Agreement may be executed in multiple, identical counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument.

(f) Telecopy signatures or pdf signatures transmitted by e-mail shall be deemed valid and binding to the same extent as the originals.

(g) The undersigned representatives of **Contractor** and **Customer**, respectively, certify that they are authorized to execute this Agreement on behalf of **Contractor** or **Customer**, as the case may be.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the day and year first above written.

CUSTOMER: _____

Signature: _____

Print Name: _____

Print Title: _____

CONTRACTOR: Clean Earth Corporate Entity

Signature: _____

PrintName: _____

Print Title: _____

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.074

Agenda No. 10 M

Approved: FEB 10 2016

TITLE:



RESOLUTION AUTHORIZING THE USE OF COMPETITIVE CONTRACTING TO PROCURE A CONSULTANT TO DRAFT RESILIENCY PLANNING DOCUMENTS.

COUNCIL

OFFERED AND MOVED

ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the purpose of the New Jersey Department of Community Affairs (DCA) Post Sandy Planning Assistance Grant Program (PSPAG) is to support the preparation of long-range community recovery plans in the municipalities and counties that sustained damage from Superstorm Sandy; and

WHEREAS, the PSPAG provides grants to municipalities and counties to hire American Institute of Certified Planners/New Jersey Board of Professional Planners (AICP/PP) licensed planners to address conditions created or exacerbated by the storm, identify approaches to rebuilding that will be more resistant to damage from future storm events, and encourage sustainable economic growth; and

WHEREAS, the City of Jersey City was awarded a total of \$260,000 in PSPAG funding from the DCA to develop various planning documents that, collectively, describe a strategy to improve the City's resiliency and provide a roadmap for improving the City's ability to withstand and recover from the effects of future storms, in particular as it relates to the built environment, including:

1. Resilience Master Plan, which shall describe the framework for the work necessary to create a city that is better prepared for and better able to recover from future storms, including a vision statement, a set of goals, and overarching strategies that increase the City's resiliency, and provide greater detail for addressing the institutional, adaptation, preparedness, and recovery strategies described in Jersey City's Strategic Recovery Planning Report
2. Adaptation Master Plan, which shall be an action plan that describes specific projects and/or initiatives for the City to undertake that support the vision and goals of the Resilience Master Plan, including potential funding sources, implementation agencies, and timeframes
3. Urban Environmental Design Plan, which shall describe strategies that mitigate storm impacts, including storm water management techniques, and emphasize the installation of green infrastructure in City-owned spaces, such as sidewalks and parks
4. Proposed Amendments to Zoning and Building Code, which shall be consistent with the Adaptation Master Plan and propose approaches to building rehabilitation and new construction that are more resilient to damage from future storm events and that are context sensitive and maintain the character of Jersey City's existing neighborhoods
5. Design Standards that ensure that building designs allow for floodplain management compliance and maintain the desired streetscape environment with specific guidelines and/or requirements to ensure that proposed zoning and building code requirements are consistent with the City's goals for the built environment
6. Capital Improvement Plan, which shall focus municipal capital investment on public facilities, fleets, and equipment to improve the City's resiliency, in particular, those identified by the Resilience Master Plan and Adaptation Master Plan, including specific projects, budget, and funding sources

City Clerk File No. Res. 16-074
Agenda No. 10.M FEB 10 2016

TITLE:

**RESOLUTION AUTHORIZING THE USE OF COMPETITIVE CONTRACTING TO
PROCURE A CONSULTANT TO DRAFT RESILIENCY PLANNING DOCUMENTS.**

WHEREAS, the City of Jersey City is seeking one qualified consultant to draft the above mentioned policies and plans; and

WHEREAS, the award of the contract will be based upon the most advantageous price and other factors that will be identified in the Request for Proposals document (RFP) that the City will publicly advertise; and

WHEREAS, the City intends to use the competitive contracting process to award this contract; and

WHEREAS, N.J.S.A. 40A:11-4.1(m) authorizes the City to use competitive contracting to award contracts to contractors for "consulting services"; and

WHEREAS, N.J.S.A. 40A:11-4.3(a) requires the adoption of a resolution authorizing the use of competitive contracting when the City desires to contract for the types of goods or services described under N.J.S.A. 40A:11-4.1;

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

(1) the above recitals are incorporated herein by reference;

(2) the use of competitive contracting pursuant to N.J.S.A. 40A: 11-4.1 is authorized for awarding a contract to a consultant for the drafting of the above mentioned resiliency plans and procedures.

JMcK
2/3/2016

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Joanne Monahan
for Corporation CounselCertification Required ☐

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.10.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE USE OF COMPETITIVE CONTRACTING TO PROCURE A CONSULTANT TO DRAFT RESILIENCY PLANNING DOCUMENTS

Initiator

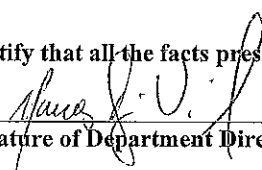
Department/Division	Office of the Mayor	
Name/Title	Marcos Vigil	Deputy Mayor
Phone/email	(201) 547-6542	mvigil@cnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The resolution will authorize the use of competitive contracting pursuant to N.J.S.A. 40A:11-4.1 for awarding a contract to a consultant to draft resiliency planning documents.

I certify that all the facts presented herein are accurate.


Signature of Department Director

2/3/2016
Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.075

Agenda No. 10.N

Approved: FEB 10 2016

TITLE:



RESOLUTION AUTHORIZING THE USE OF COMPETITIVE CONTRACTING TO PROCURE A CONCESSION CONTRACT FOR THE PROVISION OF CARNIVAL AMUSEMENTS AT CITY SPONSORED CELEBRATIONS ON THE FOURTH OF JULY.

COUNCIL
ADOPTION OF THE FOLLOWING RESOLUTION:

OFFERED AND MOVED

WHEREAS, the City of Jersey City plans to sponsor a celebrations of the Fourth of July; and

WHEREAS, the City wishes to procure carnival amusements for the celebration; and

WHEREAS, the award of the contract will be based upon the most advantageous price and other factors that will be identified in the Request for Proposals document (RFP) that the City will publicly advertise; and

WHEREAS, the City intends to use the competitive contracting process to award this contract; and

WHEREAS, N.J.S.A. 11-2(47) defines a "concession" as "the granting of a license or right to act for or on behalf of the contracting unit, or to provide a service requiring the approval or endorsement of the contracting unit, and which may or may not involve a payment or exchange, or provision of services by or to the contracting unit;" and

WHEREAS, N.J.S.A. 40A:11-4.1(j) authorizes the City to use competitive contracting to award contracts to contractors for "concessions"; and

WHEREAS, N.J.S.A. 40A:11-4.3(a) requires the adoption of a resolution authorizing the use of competitive contracting when the City desires to contract for the types of goods or services described under N.J.S.A. 40A:11-4.1;

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

(1) the above recitals are incorporated herein by reference;

City Clerk File No. _____ Res. 16.075

Agenda No. _____ 10.N FEB 10 2016

TITLE:

**RESOLUTION AUTHORIZING THE USE OF COMPETITIVE CONTRACTING TO
PROCURE A CONCESSION CONTRACT FOR THE PROVISION OF CARNIVAL
AMUSEMENTS AT CITY SPONSORED CELEBRATIONS ON THE FOURTH OF
JULY.**

(2) the use of competitive contracting pursuant to N.J.S.A. 40A: 11-4.1 is authorized for awarding a concession contract to a contractor for the provision and operation of carnival amusements at the City sponsored celebrations for Independence Day.

JMcK
2/3/2016

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Joanne Monahan
Corporation CounselCertification Required ☐Not Required ☒

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.10.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE USE OF COMPETITIVE CONTRACTING TO PROCURE A CONCESSION CONTRACT FOR THE PROVISION OF CARNIVAL AMUSEMENTS AT CITY SPONSORED CELEBRATIONS ON THE FOURTH OF JULY

Initiator

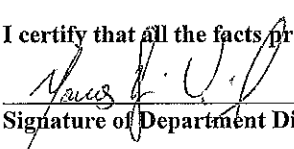
Department/Division	Cultural Affairs	
Name/Title	Elizabeth Cain	Director
Phone/email	(201) 547-4303	ecain@jenj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

The resolution will authorize the use of competitive contracting pursuant to N.J.S.A. 40A:11-4.1 for awarding a contract to a carnival amusement provider to provide amusements at a Fourth of July celebration.

I certify that all the facts presented herein are accurate.


Signature of Department Director

2/3/16
Date



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF LAW

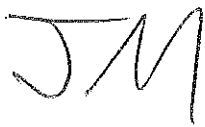
CITY HALL | 280 GROVE STREET | JERSEY CITY, NJ 07302
P: 201 547 5229 | F: 201 547 5230



JEREMY FARRELL
CORPORATION COUNSEL

MEMORANDUM

TO: City Council

FROM: John McKinney, Assistant Corporation Counsel 

DATE: 2/3/2016

SUBJECT: Concession for the provision of carnival amusements and rides at Independence Day celebrations.

The City is about to prepare a Request for Proposals ("RFP") under the Competitive Contracting Law, N.J.S.A. 40A:11-1 et seq. to contract with a company that can provide carnival amusements and rides for a City sponsored celebration of Independence Day. The City is expecting that bidders for the contract will offer to provide the service for a fee or through a revenue sharing agreement with the City.

N.J.S.A. 40A:11-4.1(j) authorizes the use of competitive contracting to award a concession contract. N.J.S.A. 40A:11-2(37) defines a concession as "the granting of a license or right to act for or on behalf of the contracting unit, or to provide a service requiring the approval or endorsement of the contracting unit, and which may or may not involve a payment or exchange, or provision of services by or to the contracting unit." Due to the fact that the City intends for the contractor to provide amusements and rides for the City at an event that requires the endorsement of the City, the City intends to award the contract as a concession.

The Competitive Contracting Law requires the City to publicly solicit proposals for the provision of the above referenced carnival amusements and rides. Furthermore, pursuant to N.J.A.C. 5:34-9.4(d)(2), prior to commencing the procurement of any concession, the City Council must "[p]ass a resolution authorizing the procurement of a concession." In addition, N.J.A.C. 5:34-9.1(d)(1) requires that, prior to commencing the procurement of any concession, the City Council must "[o]btain from legal counsel an opinion of the legality of procuring the concession."

Based upon the review of the statutes and regulations governing concession contracts, it is the Law Department's opinion that a contract to provide carnival amusements and rides for the City at a City sponsored celebration of Independence Day satisfies the definition of a concession. It is expected that the contractor will provide the service for a set fee or through a revenue sharing agreement with the City based on revenues earned through the public's use of the carnival amusements and rides.

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.076

Agenda No. 10.0

Approved: FEB 10 2016

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO AAA EMERGENCY SUPPLY FOR SELF CONTAINED BREATHING APPARATUS (SCBA) PARTS UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY/FIRE HEADQUARTERS

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Self Contained Breathing Apparatus (SCBA) is a device worn by rescue workers, firefighters, and others to provide breathable air in an immediate danger to life and health atmosphere; and

WHEREAS, N.J.S.A. 40A:11-12 of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 requires City Council authorization for contracts exceeding \$40,000.00; and

WHEREAS, AAA Emergency Supply, 635 North Broadway, White Plains, New York is an authorized dealer and distributor of Scott Health & Safety who is in possession of State Contract No. A80961, submitted a proposal for Self Contained Breathing Apparatus (SCBA) Parts; and

WHEREAS, funds are available for this contract in the Public Safety/Fire Operating Account;

Acct #	P.O. #	State Contract	Total Contract	Temp Enc
01-201-25-265-210	119859	A80961	\$100,000.00	\$10,000.00

WHEREAS, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable;

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. A contract is awarded to AAA Emergency Supply for Self Contained Breathing Apparatus (SCBA) Parts.
2. The total contract amount is \$100,000.00.
3. The contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-12.
4. The term of the contract shall be for (12) twelve months effective on January 1, 2016 through December 31, 2016.
5. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.
6. The Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.
7. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2016 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2016 fiscal year permanent budget.

(Continued to page 2)

TITLE:

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO AAA EMERGENCY SUPPLY FOR SELF CONTAINED BREATHING APPARATUS (SCBA) PARTS UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY/FIRE HEADQUARTERS

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

WHEREAS, funds are available for this contract in the Operating Account.

Acct #	P.O. #	State Contract	Total Contract	Temp Enc
01-201-25-265-210	119859	A80961	\$100,000.00	\$10,000.00

Approved by Peter Folgado, Director of Purchasing
RPPO, QPA

January 29, 2016
Date

PF/pv
1/29/16

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM:

Joanne Monahan
301 Corporation Counsel

Certification Required ☒Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.10.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr.
Rolando R. Lavarro, Jr., President of Council

Robert Byrne
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO AAA EMERGENCY SUPPLY FOR SELF CONTAINED BREATHING APPARATUS (SCBA) PARTS UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY/FIRE HEADQUARTERS

Project Manager

Department/Division	Public Safety	Fire and Emergency Services
Name/Title	Jerome Cala	Deputy Director
Phone/email	201-547-4239	jcala@njccps.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

For parts for the SCBA (self-contained breathing apparatus) a device worn by firefighters to provide breathable air for first responders.

Cost (Identify all sources and amounts)

16 01 201 25 265 210
Operating Account

Contract term (include all proposed renewals)

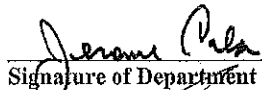
One year

Type of award State Contract

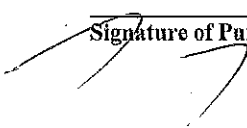
If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

1/24/16
Date


Signature of Purchasing Director

1/29/16
Date



CITY OF JERSEY CITY
394 CENTRAL AVE.
2ND FLOOR
JERSEY CITY NJ 07307
PURCHASE ORDER & VOUCHER

PURCHASE ORDER NUMBER
119859

REQUISITION # 0173240

BUYER STATECONT

CHECK NO. _____
CHECK DATE _____
VOUCHER NO. _____
VENDOR INV.# _____

DATE 01/29/2016 VENDOR NO. AA000707

VENDOR INFORMATION

AAA EMERGENCY SUPPLY
635 NORTH BROADWAY

WHITE PLAINS NY 10603

DELIVER TO
FIRE HEADQUARTERS
465 MARIN BLVD.

JERSEY CITY NJ 07302

BILL TO
FIRE HEADQUARTERS
465 MARIN BLVD.
JERSEY CITY NJ 07302

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	EA	SCBA SCOTT PARTS SELF CONTAINED BREATHING APPARATUS PARTS TOTAL CONTRACT \$100,000. 1/1/16 - 12/31/16 TEMP ENCUMBERANCE: \$10,000.00 AAA IS AN AUTHORIZED STATE CONTRACT DEALER/DISTRIBUTOR OF SCOTT HEALTH & SAFETY T-0790: FIREFIGHTER PROTECTIVE CLOTHING & EQUIPMENT LINE 00042, COMM CODE: 340-34-041065 SC A80961 SC RESO _____, APPROVED _____ PARTIAL PAYMENT VOUCHERS	01-201-25-265-210	10,000.0000	10,000.00

TAX EXEMPTION NO. 22-6002013

PO Total 10,000.00

CLAIMANT'S CERTIFICATION AND DECLARATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

Original Copy

OFFICER'S OR EMPLOYEE'S CERTIFICATION

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official or employee or other reasonable procedures.

TITLE OR POSITION

DATE

APPROVED BY THE PURCHASING AGENT

DATE

APPROVED BY ACCOUNTS & CONTROL

DATE

FOR PAYMENT, VENDOR MUST SIGN AT X ON THIS VOUCHER AND RETURN TO THE BILL TO ADDRESS

CITY OF JERSEY CITY394 CENTRAL AVE.
2ND FLOOR
JERSEY CITY NJ 07307

Requisition #

0173240

Assigned PO #

Requisition**Vendor**
AAA EMERGENCY SUPPLY
635 NORTH BROADWAY
WHITE PLAINS NY 10603**Dept. Bill To**
FIRE HEADQUARTERS
465 MARIN BLVD.

JERSEY CITY

Dept. Ship To
FIRE HEADQUARTERS
465 MARIN BLVD.
JERSEY CITY NJ 07302

AA000707

Contact Info
janis
000004898.

Quantity	UOM	Description	Account	Unit Price	Total
1.00	EA	SCBA SCOTT PARTS	0120125265210061	10,000.00	10,000.00

SELF CONTAINED BREATHING APPARATUS PARTS

TOTAL CONTRACT \$100,000. 1/1/16 - 12/31/16
TEMP ENCUMBERANCE: \$10,000.00AAA IS AN AUTHORIZED STATE CONTRACT
DEALER/DISTRIBUTOR OF SCOTT HEALTH
& SAFETYT-0790: FIREFIGHTER PROTECTIVE CLOTHING
& EQUIPMENT

LINE 00042, COMM CODE: 340-34-041065

SC A80961

SC RESO _____, APPROVED _____

PARTIAL PAYMENT VOUCHERS

Requisition Total 10,000.00

Req. Date: 01/25/2016

Requested By: JANIS

Buyer Id:

Approved By: _____

This Is Not A Purchase Order



New Jersey Division of Revenue

Revenue

NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 1084658 FOR AAA EMERGENCY SUPPLY CO., INC.
IS VALID.

JERSEY CITY FIRE DEPARTMENT
AND
EMERGENCY SERVICES

R E Q U I S I T I O N

FROM: MSU PG 1

JANUARY 14, 2016

Sir:

The following supplies /materials are herein requisitioned for the use of this unit.

QUANTITY	ARTICLE	FOR OFFICE USE
2	LOCTITE BLACK MAX (P/N 50756-01)	MSU
2	LO-PHENYL SILICONE (P/N 50729-00)	MSU
50	DIAPRAGM & VALVE ASSY(200083-01)	MSU
150	EZ FLO LABEL (31000073)	MSU
50	REGULATOR COVER (804110-03)	MSU
8	SHOULDER PAD & HARN (804428-01)	MSU
20	BELT, WAIST-SHOULDER (804481-01)	MSU
12	WAIST ASSY FEMALE (804426-01)	MSU
12	WAIST ASSY MALE (804427-01)	MSU
100	STRAP, GUAGE RETAIN (10008535)	MSU
10	WAIST PAD ASSY (804471-01)	MSU
10	HAND WHEEL ASSY (36755-02)	MSU

JERSEY CITY FIRE DEPARTMENT
AND
EMERGENCY SERVICES

R E Q U I S I T I O N

FROM: MSU PG 2

JANUARY 14, 2016

Sir:

The following supplies /materials are herein requisitioned for the use of this unit.

QUANTITY	ARTICLE	FOR OFFICE USE
12	CYLINDER BUMPER (804113-01	MSU
150	COVER LABEL 4.5 (10005894)	MSU
20	LOW CYL TRANSFER (10008922)	MSU
20	VALVE ASSY & CHECK (802295-01)	MSU
50	SLEEVE (10005774)	MSU
50	SEAT VALVE (10005775)	MSU
50	O-RING (36862-06)	MSU
25	BACK-UP RING (10005305)	MSU
25	O-RING (10007565)	MSU
20	GUAGE BOOT (804091-01)	MSU
20	GUAGE ASSY (200674-01)	MSU
12	GUAGE LINE (804094-01	MSU

JERSEY CITY FIRE DEPARTMENT
AND
EMERGENCY SERVICES

R E Q U I S I T I O N

FROM: MSU PG 3

JANUARY 14, 2016

Sir:

The following supplies /materials are herein requisitioned for the use of this unit.

QUANTITY	ARTICLE	FOR OFFICE USE
25	DIAPHR RETAINING RING (10007881)	MSU
25	PURGE BODY (10008734)	MSU
20	RETAINING RING (36684-047)	MSU
25	PURGE STEM ASSY (803351-01)	MSU
50	PURGE KNOB PIN (33481-007)	MSU
25	HOSE ASSY-HUD (200016-02)	MSU
25	CONSOLE BD SE+ (40015105)	MSU
6	CONSOLE HOUSING (40015103)	MSU
6	TOP ENCLOSURE KIT (805938-01)	MSU
6	BOTTOM ENCL KIT (804381-01)	MSU
12	O-RING (50854-00)	MSU
12	WIRE SHEATH KIT (40015101)	MSU

JERSEY CITY FIRE DEPARTMENT
AND
EMERGENCY SERVICES

R E Q U I S I T I O N

FROM: MSU PG 4

JANUARY 14, 2016

Sir:

The following supplies /materials are herein requisitioned for the use of this unit.

QUANTITY	ARTICLE	FOR OFFICE USE
10	RIC ASSY (802228-05)	MSU
100	RIC COUPLING BOOT (200684-01)	MSU
50	HOUSING ASSY (200188-01)	MSU
25	TRANSDUCER (200190-01)	MSU
10	MOUNTING BRACKET (31000354)	MSU
50	BATTERY COVER ASSY (200189-01)	MSU
25	PRESSURE TRANSDUCER (31000443)	MSU
25	RETAINING CLIP (31000380)	MSU
25	VALVE STEM NUT (33220-01)	MSU
25	VALVE STEM (37093-02)	MSU
25	O-RING (37079-01)	MSU
50	PACKING WASHER (37091-02)	MSU

JERSEY CITY FIRE DEPARTMENT
AND
EMERGENCY SERVICES

R E Q U I S I T I O N

FROM: MSU PG 5

JANUARY 14, 2016

Sir:

The following supplies /materials are herein requisitioned for the use of this unit.

QUANTITY	ARTICLE	FOR OFFICE USE
50	O-RING (37082-01)	MSU
100	HOSE ASSY REPAIR KIT (200951-01)	MSU
20	HUD DRIVER MOD. ASSY (200187-03)	MSU
50	LABEL APPROVAL (10009421)	MSU
50	LABEL, NFPA 1981 (1500039)	MSU
40	U-PIN GUAGE LINE (31000382)	MSU
15	REGULATOR BODY (2000204-14)	MSU
15	BACKFRAME ASSY (804172-01)	MSU
15	CYLINDER GUAGE (803393-01)	MSU
30	RETAINING SCREW HUD (31000180)	MSU
25	SCREW FLAT HEAD (1500061)	MSU
50	REGULATOR GASKET (10005368)	MSU

JERSEY CITY FIRE DEPARTMENT

AND

EMERGENCY SERVICES

REQUISITION

FROM: MSU

JANUARY 14, 2016

Sir:

The following supplies /materials are herein requisitioned for the use of this unit.

[illegible]

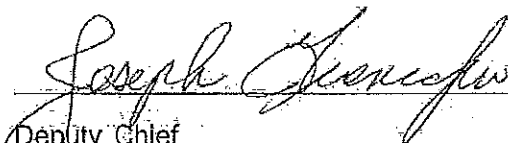
Approved as essential:

Fax to AAA

Order By FF C. TODD, MSU-B

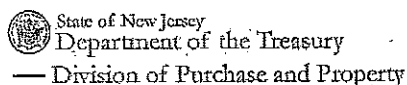
Respectfully,

Signature Battalion Chief


Deputy Chief

DISTRIBUTORS FOR FIRE FIGHTING PROTECTION CLOTHING AND EQUIPMENT (12-x-22281) - T0790

Contractor/Contract #	Distributors	Contact Person	Phone	Fax	eMail Address
	Witmer Public Safety Group Inc.	James Witmer	800-852-6088 ext. 1153	888-335-9800	jtrego@thefirestore.com
Mine Safety Appliances (A80953)	AAA Emergency Supply	Kenneith J. Kiel	914-949-0512	914-949-8344	mattm@aaaemergency.com
	Breathe Safe Fire & Safety Equip. Co.*	Ben Grove	215-343-4911	215-343-2726	bgrove@breathesafenow.com
	Continental Fire & Safety**	Gregory Gore	609-588-0096	609-584-0405	contfire1@aol.com
	Firefighters Equipment Co.**	John Yawger	973-366-4466	973-366-7341	nancy@ffecnj.com
	Firefighter One LLC *	Jason Van Norman	973-940-3061	973-860-1388	sales@ff1.com
	Murphy Fire & Safety**	Tom Murphy	201-998-8310	201-998-0669	timurphy58@aol.com
	Nat Alexander Company**	Lee Tamburrino	856-783-0720	856-782-8978	Lee.Tamburrino@midatlanticfireandair.com
	New Jersey Fire Equipment Co.**	George Fosdick	732-968-2121	973-968-4724	info@nife.com
	Tasc Fire Apparatus**	Cindy Cestone	732-431-1515	N/A	tascfire@verizon.net
	Turnout Fire & Safety Inc.**	Joseph Chiusolo	201-963-9312	201-963-9314	joe@turnoutuniforms.com
	Union Fire Equipment Corp.*	Charles Hall	908-964-9604	908-964-9691	unionfireeq@yahoo.com
	*Full Line MSA Distributor				
	**MSA/Cairns Helments Distributor				
Paratech (A80970)	Continental Fire & Safety	Gregory Gore	609-588-0096	609-584-0405	contfire1@aol.com
Quaker Safety Products (A80950)	Absolute Fire Protection	Tony Amorose	908-757-3600 ext. 22	908-757-3616	tony@absolutefire.com
	Breathe Safe Fire & Safety Equip. Co.	Ben Grove	215-343-4911	215-343-2726	bgrove@breathesafenow.com
	MGSB Fire Equipment LLC	Mark LaGreco	609-978-6472	609-978-6472	mark@mgbsfire.com
	NECO Fire & Safety	Rick Hanson	845-726-3473	845-726-3041	necofire@optonline.net
	Union Fire Equipment Corp.	Charles Hall	908-964-9604	908-964-9691	unionfireeq@yahoo.com
Scott Health & Safety (A80961)	AAA Emergency/Supply	Kenneith J. Kiel	914-949-0512	914-949-8344	mattm@aaaemergency.com
	Firefighters Equipment Co.	John Yawger	973-366-4466	973-366-7341	nancy@ffecnj.com
	Nat Alexander Company	Lee Tamburrino	856-783-0720	856-782-8978	Lee.Tamburrino@midatlanticfireandair.com
	New Jersey Fire Equipment Co.	George Fosdick	732-968-2121	973-968-4724	info@nife.com
	MES - PA	Colleen Gallagher	610-363-2270	610-363-6067	cmiller@mesfire.com
	AAA Emergency Supply	Kenneith J. Kiel	914-949-0512	914-949-8344	mattm@aaaemergency.com



Governor Chris Christie • Lt. Governor Kim Guadagno

Search

NJ Home | Services A to Z | Departments/Agencies | FAQs

**Notice of Award
Term Contract(s)**

**T-0790
FIREFIGHTER PROTECTIVE CLOTHING AND
EQUIPMENT**

Vendor Information
Authorized Dealers
By Vendor
RFP Documents
Email to ANNA MARIE MILLER

**Downloadable NOA Documents
(Please utilize scroll bar on right side of box if
necessary to view all documents)**

Download All Documents

- [Subcontractor List Adobe PDF \(123 kb\)](#)
- [NOA Price Lists Link](#)
- [Amendment #1 - Product Addition Adobe PDF \(60 k](#)
- [Amendment #2 - Additional Distributors Adobe PDF \(15 kb\)](#)
- [Amendment #3 - Product Addition Adobe PDF \(13 k](#)
- [Amendment #4 - Product Addition Adobe PDF \(19 k](#)
- [Amendment #5 - Price Adjustment Adobe PDF \(61 k](#)
- [Amendment #6 - Price List Update\(s\) Adobe PDF \(41 kb\)](#)
- [Amendment #7 - Product Addition Adobe PDF \(14 k](#)
- [Amendment #8 - Product Addition Adobe PDF \(14 k](#)
- [Amendment #9 - Product Addition Adobe PDF \(19 k](#)
- [Amendment #10 - Price List Update\(s\) Adobe PDF \(41 kb\)](#)
- [Amendment #11 - Additional Distributors Adobe PDF \(15 kb\)](#)

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NOAs By Number**NOAs By Title****Search NOAs**

Index #:	T-0790
Contract #:	VARIOUS
Contract Period:	FROM: 04/01/12 TO: 03/31/17
Applicable To:	ALL STATE AGENCIES
Cooperative Purchasing:	POLITICAL SUBDIVISIONS*
Vendor Name & Address:	SEE VENDOR INFORMATION SECTION
For Procurement Bureau Use:	
Solicitation #:	22281
Bid Open Date:	12/19/11
CID #:	1039827

Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	SCOTT HEALTH & SAFETY 4320 GOLDMINE RD MONROE, NC 28110
Contact Person:	JENNIFER MINNIS
Contact Phone:	704-291-8300
Order Fax:	704-291-8330
Contract#:	80961
Expiration Date:	03/31/17
Terms:	NONE
Delivery:	60 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	STANFIELDS LTD 1 LOGAN ST TRURO NS CANADA B2N5C2,
Contact Person:	F.THOMAS STANFIELD
Contact Phone:	902-895-5406
Order Fax:	902-893-8187
Contract#:	80954
Expiration Date:	03/31/17
Terms:	NONE
Delivery:	SPECIFIED ELSEWHERE
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	TEMPEST TECHNOLOGY CORPORATION 4708 NORTH BLYTHE AVENUE FRESNO, CA 93722
Contact Person:	ERIC LOHSE
Contact Phone:	559-277-7577
Order Fax:	000-000-0000
Contract#:	80974
Expiration Date:	03/31/17
Terms:	NONE
Delivery:	SPECIFIED ELSEWHERE
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	WEINBRENNER SHOE CO INC 108 SO POLK ST MERRILL, WI 54452
Contact Person:	JOHN SCHENZEL
Contact Phone:	800-826-0002
Order Fax:	800-569-6817
Contract#:	80959
Expiration Date:	03/31/16

Contact Phone:	800-313-1846
Dealer/Distributor Name & Address:	FIREFIGHTER ONE LLC 34 WILSON DRIVE SPARTA NJ 07871
Contact Person:	JONATHON VAN NORMAN
Contact Phone:	973-810-2670-4000
Dealer/Distributor Name & Address:	FLEMINGTON DEPT STORE 151 RTE 31 FLEMINGTON NJ 08822
Contact Person:	MARTIN RESNICK
Contact Phone:	908-782-7662
Dealer/Distributor Name & Address:	PUBLIC SAFETY OUTFITTERS INC 545 WOODBURY-GLASSBORO RD SEWELL NJ 08080
Contact Person:	JOSEPH LOVERDI
Contact Phone:	856-589-2997
Dealer/Distributor Name & Address:	UNION FIRE EQUIPMENT CORP 2515 VAUXHALL ROAD PO BOX 1786 UNION NJ 07083-1786
Contact Person:	CHARLES E HALL
Contact Phone:	908-964-9604
Contract#: 80961	Title: FIREFIGHTER PROTECTIVE CLOTHING AND
Dealer/Distributor Name & Address:	AAA EMERGENCY SUPPLY CO INC 635 NORTH BROADWAY WHITE PLAINS NY 10603
Contact Person:	MARIO G MANFREDI
Contact Phone:	914-949-0512
Dealer/Distributor Name & Address:	FIREFIGHTER ONE LLC 34 WILSON DRIVE SPARTA NJ 07871
Contact Person:	JONATHON VAN NORMAN
Contact Phone:	973-810-2670-4000
Dealer/Distributor Name & Address:	MUNICIPAL EMERGENCY SERVICES INC 2755 PHILMONT AVE/STE 110 HUNTINGDON VALL PA 19006
Contact Person:	ANDREW E POMPE
Contact Phone:	610-363-2270
Dealer/Distributor Name & Address:	NAT ALEXANDER CO INC 121 WHITE HORSE PIKE LAUREL SPRINGS NJ 08021
Contact Person:	LEE J TAMBURRINO
Contact Phone:	856-783-0720
Dealer/Distributor Name & Address:	NJ FIRE EQUIPMENT CO 923 N WASHINGTON AVE GREEN BROOK NJ 08812
Contact Person:	GEORGE D FOSDICK
Contact Phone:	732-968-2121
Contract#: 80962	Title: FIREFIGHTER PROTECTIVE CLOTHING AND
Dealer/Distributor Name & Address:	ALL HANDS FIRE EQUIPMENT 506 ATKINS AVENUE NEPTUNE NJ 07753
Contact Person:	SCOTT T COLARUSSO
Contact Phone:	732-502-8060
Dealer/Distributor Name & Address:	ARAMSCO INC P O BOX 29VIEW AVENUE THORORFARE NJ 08086
Contact Person:	CURTIS A MASSEY
Contact Phone:	856-686-7700
Dealer/Distributor Name & Address:	BOMARK INSTRUMENTS INC 135 KINNELON RD KINNELON NJ 07405
Contact Person:	MARY ANN HARASYMIW
Contact Phone:	973-838-2244

	BRAND: PARATECH P/L DATED 11/1/11 - LIST PRICE				
Vendor: QUAKER SAFETY PRODUCTS CO		Contract Number: 80950			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00010	COMM CODE: 340-34-036624 [FIRE PROTECTION EQUIPMENT AND SUPPLIES] ITEM DESCRIPTION: TURNOUT GEAR - QUAKER SAFETY MUST MEET PEOSHA AND NFPA 1971-1986 EDITION P/L DATED: 12/12/11 (LIST PRICE) P/L #: REV. NEW	1.000	EACH	25.00%	N/A
Vendor: SCOTT HEALTH & SAFETY		Contract Number: 80961			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00042	COMM CODE: 340-34-041065 [FIRE PROTECTION EQUIPMENT AND SUPPLIES] ITEM DESCRIPTION: PASS DEVICE - SCOTT AVIATION (PERSONAL ALERT SAFETY SYSTEM) MUST MEET PEOSHA AND NFPA 1982-1983 EDITION P/L DATED: 2/1/12 - COMMERCIAL	1.000	EACH	10.00%	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00047	COMM CODE: 340-34-029091 [FIRE PROTECTION EQUIPMENT AND SUPPLIES] ITEM DESCRIPTION: SCBA - SCOTT AVIATION (SELF CONTAINED BREATHING APPARATUS) MUST BE IN FULL COMPLIANCE WITH NFPA 1981-1987 EDITION, NIOSH AND OSHA CFR-29 1910.156(CR) STANDARDS P/L DATED: 2/1/12 - COMMERCIAL	1.000	EACH	10.00%	N/A
Vendor: STANFIELDS LTD		Contract Number: 80954			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00019	COMM CODE: 345-56-059532 [FIRST AID AND SAFETY EQUIPMENT AND...] ITEM DESCRIPTION: PROTECTIVE HOODS - LIFELINER MUST MEET PEOSHA AND NFPA 1971-1991 EDITION P/L DATED: 3/1/12 RETAIL P/L #: 1	1.000	EACH	25.00%	N/A
Contract Number: 80974					

Resolution of the City of Jersey City, N.J.

City Clerk File No. _____ Res. 16.077

Agenda No. _____ 10.P

Approved: _____ FEB 10 2016

TITLE:



RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO CDW GOVERNMENT, INC. FOR THE ANNUAL MAINTENANCE OF CISCO CATALYST NETWORK SWITCHES UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY, POLICE DIVISION

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, maintenance improves the performance and security of the Cisco catalyst switches at the Public Safety Communications Center; and

WHEREAS, N.J.S.A. 40A:11-12 of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 requires City Council authorization for contracts exceeding \$40,000.00; and

WHEREAS, CDW-G Inc., 200 North Milwaukee Avenue, Vernon Hills, Illinois 60061 is an authorized dealer and distributor for Cisco Systems who is in possession of State Contract A87720, and submitted a proposal in the amount of \$58,478.33 for the annual maintenance of the Cisco Catalyst Network Switches; and

WHEREAS, funds are available for this contract in the Operating Account;

Account	P.O. #	State Contract	Total
01-201-25-271-310	119766	A87720	\$58,478.33

WHEREAS, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable;

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. A contract is awarded to CDW-G Inc. for the annual maintenance of Cisco Catalyst Network Switches for the Public Safety Communications Center.
2. The total contract amount is \$58,478.33.
3. The contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-12.
4. Upon certification by an official or employee of the City authorized to receive the equipment pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.
5. The Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

(Continued to page 2)

TITLE:

RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO CDW GOVERNMENT, INC. FOR THE ANNUAL MAINTENANCE OF CISCO CATALYST NETWORK SWITCHES UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY, POLICE DIVISION

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

WHEREAS, funds are available for this contract in the Operating Account:

Account	P.O. #	State Contract	Total
01-201-25-271-310	119766	A87720	\$58,478.33

Approved by Peter Folgado, Director of Purchasing
RPPO, QPA

January 28, 2016
Date

PF/pv
1/28/16

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☒Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.10.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr.
Rolando R. Lavarro, Jr., President of Council

Robert Byrne
Robert Byrne, City Clerk

RESOLUTION FACT SHEET – CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO CDW GOVERNMENT, INC. FOR THE ANNUAL MAINTENANCE OF CISCO CATALYST NETWORK SWITCHES UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY.

Initiator

Department/Division	PUBLIC SAFETY	Communications & Technology
Name/Title	Robert Baker, Sr.	Director
Phone/email	201-547-5449	rbakersr@njps.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

Smartnet maintenance for all Public Safety network switches.

I certify that all the facts presented herein are accurate.


Signature of Department Director

1/29/16
Date


Signature of Purchasing Director

1/29/16
Date



CITY OF JERSEY CITY
394 CENTRAL AVE.
2ND FLOOR
JERSEY CITY NJ 07307
PURCHASE ORDER & VOUCHER

PURCHASE ORDER NUMBER
119766

REQUISITION # 0173121
BUYER STATECONT

CHECK NO. _____
CHECK DATE _____
VOUCHER NO. _____
VENDOR INV.# _____

DATE	VENDOR NO.
01/26/2016	CD088900

VENDOR INFORMATION

CDW GOVERNMENT INC
ATTN.: VICKY NETZER
200 N MILWAUKEE AVENUE
VERNON HILLS IL 60061

DELIVER TO
PUBLIC SAFETY COMM. CENTER
73 - 85 BISHOP STREET

JERSEY CITY NJ 07304

BILL TO
PUBLIC SAFETY COMM. CENTER
73 - 85 BISHOP STREET
JERSEY CITY NJ 07304

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	EA	CISCO SMARTNET MAINTENANCE RENEWAL AT 73 BISHOP ST CY 2016 PERIOD: 1/1/16 - 12/31/16 ANNUAL CONTRACT: \$58,478.33 CONTRACT #: 94819756 CDW-G IS AN AUTHORIZED DEALER/RESELLER OF CISCO SYSTEMS VIA M-7000: DATA COMMUNICATIONS EQUIPMENT NVP # AR233 (14-19), PA FOR NJ SC A87720 SC RESO _____, APPROVED _____	01-201-25-271-310	58,478.3300	58,478.33

TAX EXEMPTION NO. 22-6002013

PO Total 58,478.33

CLAIMANT'S CERTIFICATION AND DECLARATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

Original Copy

OFFICER'S OR EMPLOYEE'S CERTIFICATION

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official or employee or other reasonable procedures.

TITLE OR POSITION

DATE

APPROVED BY THE PURCHASING AGENT

DATE

APPROVED BY ACCOUNTS & CONTROL

DATE

FOR PAYMENT, VENDOR MUST SIGN AT X ON THIS VOUCHER AND RETURN TO THE BILL TO ADDRESS

CITY OF JERSEY CITY394 CENTRAL AVE.
2ND FLOOR
JERSEY CITY NJ 07307**Requisition****Assigned PO #****Requisition #****0173121****Vendor**
CDW GOVERNMENT INC
ATTN.: VICKY NETZER
200 N MILWAUKEE AVENUE
VERNON HILLS IL 60061
CD088900**Dept. Bill To**
PUBLIC SAFETY COMM. CENTER
73 - 85 BISHOP STREET

JERSEY CITY**Dept. Ship To**
PUBLIC SAFETY COMM. CENTER
73 - 85 BISHOP STREET
JERSEY CITY NJ 07304**Contact Info**
PHYLLIS WARREN
016313347.

Quantity	UOM	Description	Account	Unit Price	Total
1.00	EA	CISCO SMARTNET MAINTENANCE RENEWAL AT 73 BISHOP ST CY 2016 PERIOD: 1/1/16 - 12/31/16 ANNUAL CONTRACT: \$58,478.33 CONTRACT #: 94819756 CDW-G IS AN AUTHORIZED DEALER/RESELLER OF CISCO SYSTEMS VIA M-7000: DATA COMMUNICATIONS EQUIPMENT NVP # AR233 (14-19), PA FOR NJ SC A87720 SC RESO _____, APPROVED _____	0120125271310061	58,478.33	58,478.33

Requisition Total 58,478.33

Req. Date: 01/19/2016

Requested By: PWARREN

Buyer Id:

Approved By: _____

This Is Not A Purchase Order



New Jersey Division of Revenue

Revenue

NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 1561883 FOR CDW GOVERNMENT LLC IS VALID.

CITY OF JERSEY CITY

Requisition #

0173121

Assigned PO #

Requisition

Vendor
CDW GOVERNMENT INC
ATTN.: VICKY NETZER
200 N MILWAUKEE AVENUE
VERNON HILLS IL 60061
CD088900

Dept. Bill To
PUBLIC SAFETY COMM. CENTER
73 - 85 BISHOP STREET
JERSEY CITY NJ 07304

Dept. Ship To

Contact Info

SC
1.26

Quantity	UOM	Description	Account	Unit Price	Total
1.00	EA	CISCO SMARTNET	01 201 25 271 310	58,478.33	58,478.33

Auth dealer / reseller of
Cisco Systems

via SC / NASPO VP Contract

in 7000: Data Communications equipment

NVPA# AR 233 (14-19)

PA for NJ SC A87720

SC _____ approved _____

Requisition Total 58,478.33

Req. Date: 01/19/2016

Requested By: PWARREN

Approved By: _____

Buyer Id:

This Is Not A Purchase Order

Reg # 0173121

MASSACHUSETTS DEPARTMENT OF REVENUE
JANUARY 1, 2013
Year: 2013
City: JERSEY CITY, NJ
County: Hudson County, NJ
Office: Jersey City, NJ
Date: 01/01/2013
Page: 1 of 1



City of Jersey City
Department of Finance
Office of the City Clerk
1000 Market Street
Jersey City, NJ 07310
(201) 312-1000

Line	Item	Description	Quantity	Unit	Price	Total	Tax	Net Total
1	10000000	10000000	1	EA	1.00	1.00	0.00	1.00
2	10000000	10000000	1	EA	1.00	1.00	0.00	1.00
3	10000000	10000000	1	EA	1.00	1.00	0.00	1.00
4	10000000	10000000	1	EA	1.00	1.00	0.00	1.00
5	10000000	10000000	1	EA	1.00	1.00	0.00	1.00
6	10000000	10000000	1	EA	1.00	1.00	0.00	1.00
7	10000000	10000000	1	EA	1.00	1.00	0.00	1.00
8	10000000	10000000	1	EA	1.00	1.00	0.00	1.00
9	10000000	10000000	1	EA	1.00	1.00	0.00	1.00
10	10000000	10000000	1	EA	1.00	1.00	0.00	1.00
11	10000000	10000000	1	EA	1.00	1.00	0.00	1.00
12	10000000	10000000	1	EA	1.00	1.00	0.00	1.00
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22	10000000	10000000	1	EA	1.00	1.00	0.00	1.00
23	10000000	10000000	1	EA	1.00	1.00	0.00	1.00
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25	10000000	10000000	1	EA	1.00	1.00	0.00	1.00
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34	10000000	10000000	1	EA	1.00	1.00	0.00	1.00
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36	10000000	10000000	1	EA	1.00	1.00	0.00	1.00
37	10000000	10000000	1	EA	1.00	1.00	0.00	1.00
38	10000000	10000000	1	EA	1.00	1.00	0.00	1.00
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48	10000000	10000000	1	EA	1.00	1.00	0.00	1.00
49	10000000	10000000	1	EA	1.00	1.00	0.00	1.00
50	10000000	10000000	1	EA	1.00	1.00	0.00	1.00
51	10000000	10000000	1	EA	1.00	1.00	0.00	1.00
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60	10000000	10000000	1	EA	1.00	1.00	0.00	1.00
61	10000000	10000000	1	EA	1.00	1.00	0.00	1.00
62	10000000	10000000	1	EA	1.00	1.00	0.00	1.00
63	10000000	10000000	1	EA	1.00	1.00	0.00	1.00
64	10000000	10000000	1	EA	1.00	1.00	0.00	1.00
65	10000000	10000000	1	EA	1.00	1.00	0.00	1.00
66	10000000	10000000	1	EA	1.00	1.00	0.00	1.00
67	10000000	10000000	1	EA	1.00	1.00	0.00	1.00
68	10000000	10000000	1	EA	1.00	1.00	0.00	1.00
69	10000000	10000000	1	EA	1.00	1.00	0.00	1.00
70	10000000	10000000	1	EA	1.00	1.00	0.00	1.00
71	10000000	10000000	1	EA	1.00	1.00	0.00	1.00
72	10000000	10000000	1	EA	1.00	1.00	0.00	1.00
73	10000000	10000000	1	EA	1.00	1.00	0.00	1.00
74	10000000	10000000	1	EA	1.00	1.00	0.00	1.00
75	10000000	10000000	1	EA	1.00	1.00	0.00	1.00
76	10000000	10000000	1	EA	1.00	1.00	0.00	1.00
77	10000000	10000000	1	EA	1.00	1.00	0.00	1.00
78	10000000	10000000	1	EA	1.00	1.00	0.00	1.00
79	10000000	10000000	1	EA	1.00	1.00	0.00	1.00
80	10000000	10000000	1	EA	1.00	1.00	0.00	1.00
81	10000000	10000000	1	EA	1.00	1.00	0.00	1.00
82	10000000	10000000	1	EA	1.00	1.00	0.00	1.00
83	10000000	10000000	1	EA	1.00	1.00	0.00	1.00
84	10000000	10000000	1	EA	1.00	1.00	0.00	1.00
85	10000000	10000000	1	EA	1.00	1.00	0.00	1.00
86	10000000	10000000	1	EA	1.00	1.00	0.00	1.00
87	10000000	10000000	1	EA	1.00	1.00	0.00	1.00
88	10000000	10000000	1	EA	1.00	1.00	0.00	1.00
89	10000000	10000000	1	EA	1.00	1.00	0.00	1.00
90	10000000	10000000	1	EA	1.00	1.00	0.00	1.00
91	10000000	10000000	1	EA	1.00	1.00	0.00	1.00
92	10000000	10000000	1	EA	1.00	1.00	0.00	1.00
93	10000000	10000000	1	EA	1.00	1.00	0.00	1.00
94	10000000	10000000	1	EA	1.00	1.00	0.00	1.00
95	10000000	10000000	1	EA	1.00	1.00	0.00	1.00
96	10000000	10000000	1	EA	1.00	1.00	0.00	1.00
97	10000000	10000000	1	EA	1.00	1.00	0.00	1.00
98	10000000	10000000	1	EA	1.00	1.00	0.00	1.00
99	10000000	10000000	1	EA	1.00	1.00	0.00	1.00
100	10000000	10000000	1	EA	1.00	1.00	0.00	1.00

Customer is responsible to pay freight charges. Estimated or actual freight charges are not included in quotes (unless specifically stated). This quote includes sales tax (unless specifically stated).

Acceptance of Terms and Conditions of Sales and Services

By entering or accepting delivery of Products from Seller or by engaging Seller to perform or to procure Services on behalf of Customer, Customer hereby signifies its agreement with Seller:

(1) The terms and conditions provided on this link apply:
<http://www.civ.com/content/terms-conditions/default.aspx>, except if there is an effective written agreement between the parties applicable to the Transaction, then the terms and conditions governing the Transaction are those contained in such effective written agreement; and

(2) that if Customer delivers or consents to Seller by any means: (a) any additional terms or conditions or (b) any terms or conditions that differ in any respect, material or otherwise, from those governing the Transaction, then such terms or conditions will be null and void unless accepted in a writing, executed by the authorized signatories of both parties.

NASPO ValuePoint DataCom New Jersey

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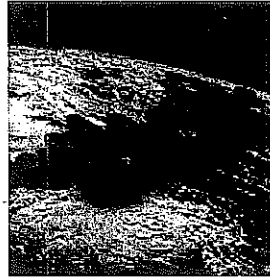
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NVP #AR233 (14-19)
Participating Addendum for
NJ #87720

Contract Start Date: 8/29/2014

Contract End Date: 5/31/2019



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Product Discount: 35%

Service Discount:

Cisco SMARTnet	Discount % (Government)	Discount % (Education)
1-Year Contract	10%	25%
3-Year Prepaid Contract*	17%	28%
5-Year Prepaid Contract*	21%	30%

Technical/Maintenance Services (Not Under SMARTnet Program) 10%

Training/Learning Credits 0%

Advanced Services (Non-SOW Based) 0%

Authorized NVP Resellers for the State

The following Cisco partners 1) currently qualify under Cisco's established partner selection criteria for the above-referenced Cisco Prime Contract, and 2) have been authorized by the State to participate as Cisco Subcontractors under that agreement

To verify a Partner's current Cisco Technical Certifications or Specializations, please refer to the Partner Locator Tool.

A-D | E-L | M-R | S-Z

**LEGAL COMPANY NAME &
PRIMARY BUSINESS ADDRESS**

Aspire Technology Partners, LLC
100 Village Court, Suite 300
Hazlet, NJ 07730
Phone: 732-847-9612
Fax: 732-847-9620
Federal ID #42-1628916

**PARTNER CONTACT
INFORMATION**

REMIT-TO:
Liz Ciaglia
100 Village Court, Suite 300
Hazlet, NJ 07730
Phone: 732-847-9640

CUSTOMER ORDERS:
Brooke Olander
100 Village Court, Suite 300
Hazlet, NJ 07730
Phone: 732-847-9635
Cust Srv/ESCALATIONS:
Brooke Olander
Phone: 732-847-9635

Related Links

- [Partner Locator](#)
- [NASPO ValuePoint Website](#)

Price Lists

- [Cisco U.S. Global Price Lists](#)

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- [Get Adobe Reader](#)

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[Full Contact List](#)

Marketing

- [Data Center and Virtualization Overview](#)
- [Unified Computing System Solution Overview](#)

LEGAL COMPANY NAME & PRIMARY BUSINESS ADDRESS	PARTNER CONTACT INFORMATION
CDW Government LLC* 230 N. Milwaukee Ave. Vernon Hills, IL 60061 Phone: 847-465-6000 Toll Free: 800-808-4239 Fax: 847-968-0978 Federal ID #38-3678518 *Authorized Sourcefire Reseller	REMIT-TO: CDW 75 Remittance Dr. Suite 1515 Chicago, IL 60676-1515 CUSTOMER ORDERS: Kevin Cucuel 230 N. Milwaukee Ave. Vernon Hills, IL 60061 Phone: 203-851-7012 Cust Srvc/ESCALATIONS: Kevin Cucuel Phone: 203-851-7012
Computer Design & Integration, LLC. 696 Route 46 West Teterboro, NJ 07608 Phone: 201-931-1420 Fax: 201-931-0101 Federal ID #13-3823827	REMIT-TO: Carla Cacoloff 696 Route 46 West Teterboro, NJ 07608 Phone: 201-426-9278 CUSTOMER ORDERS: Brad Curtis 696 Route 46 West Teterboro, NJ 07608 Phone: 201-426-9214 Cust Srvc/ESCALATIONS: Brad Curtis Phone: 201-426-9214<
Continental Resources, Inc. 175 Middlesex Turnpike Bedford, MA 01730 Phone: 800-937-4688 Toll Free: 800-937-4688 Fax: 781-687-6273 Federal ID #04-2297141	REMIT-TO: Carol Cavalier 175 Middlesex Turnpike Bedford, MA 01730 Phone: 781-533-0355 CUSTOMER ORDERS: Jim DiGiovanni 175 Middlesex Turnpike Bedford, MA 01730 Phone: 781-533-0313 Cust Srvc/ESCALATIONS: Jim DiGiovanni Phone: 781-533-0313
Core BTS, Inc. 750 Route 202, Suite 210 Bridgewater, NJ 08807 Phone: 908-566-0906 Fax: 908-566-0901 Federal ID #20-3873764	REMIT-TO: Marivic Padgett P.O. Box 7744119, 4410 Solutions Center Chicago, IL 60677 CUSTOMER ORDERS: Cyndi Frederick 750 Route 202, Suite 210 Bridgewater, NJ 08807 Phone: 908-566-0923 Cust Srvc/ESCALATIONS: Michele Kramer Phone: 908-566-0906
Dimension Data North America, Inc. 499 Thornall Street 3rd Floor Edison, NJ 08837 Phone: 732-452-5237 Fax: 732-452-5202 Federal ID #13-2554344	REMIT-TO: Sinead Golding Credit Specialist 11006 Rushmore Drive Ste. 300 Suite 1010 Charlotte, NC 28277 CUSTOMER ORDERS: Vincent Pisciotta 499 Thornall Street 3rd Floor Edison, NJ 08837 Phone: 732-452-5238 Cust Srvc/ESCALATIONS: Vincent Pisciotta Phone: 732-452-5238



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PROCUREMENT BUREAU
33 WEST STATE STREET
P. O. Box 230
TRENTON, NEW JERSEY 08625-0230

CHRIS CHRISTIE
Governor

FORD M. SCUDDER
Acting State Treasurer

KIM GUADAGNO
Lt. Governor

JIGNASA DESAI-MCCLEARY
Director

M-7000 Data Communications Equipment

Solicitation 15-R-23681

CONTRACTOR LIST

The following contractors have been awarded contracts under M-7000:

Contractor	Contract Number	Website
Adtran Inc	87719	http://www.adtran.com/web/contentTemplatePage/3731
Aruba Networks Inc.	88133	http://www.naspoaluepoint.org/#!/contract-details/4/contractor/17
Barracuda Networks Inc.	88792	http://www.naspoaluepoint.org/#!/contract-details/4/contractor/18
Brocade Communications	87718	http://www.brocade.com/sales/sled/wsca-naspo.page
Cisco Systems Inc.	87720	http://www.cisco.com/web/strategy/government/wsca2014/newjersey/index.html
Dell Marketing LP	88796	http://www.dell.com/learn/us/en/04/slg/wsca-naspo-new-for-review?c=us&l=en&s=bsd
EMC Corporation	88793	http://www.emc.com/emcwsca/data-storage/new-jersey/index.htm
Extreme Networks	87722	http://www.extremenetworks.com/government-contract-information/new-jersey/
F5 Networks Inc.	88536	http://www.naspoaluepoint.org/#!/contract-details/4/contractor/26
Fujitsu Network Communication	87724	http://www.naspoaluepoint.org/#!/contract-details/4/contractor/27
Hewlett Packard Enterprise	88130	http://gem.compaq.com/gemstoreHPE/home.asp?jumpid=va_qni41tfr7h
Juniper Networks Inc.	87927	http://www.naspoaluepoint.org/#!/contract-details/4/contractor/31
Mitel Business Systems	87725	http://www.mitel.com/industries/government-communication-solutions
Shoretel Inc.	88132	http://www.naspoaluepoint.org/#!/contract-details/4/contractor/34



State of New Jersey
Department of the Treasury

Division of Purchase and Property

Governor Chris Christie • Lt. Governor Kim Guadagno

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Notice of Award

Term Contract(s)

M-7000

DATA COMMUNICATIONS EQUIPMENT

Vendor Information
Authorized Dealers
By Vendor
Email to VICENTE AZARCON

Downloadable NOA Documents (Please utilize scroll bar on right side of box if necessary to view all documents)

Download All Documents

- [Contractors List](#) Adobe PDF (36 kb)
- [State Contract Manager](#) Adobe PDF (8 kb)
- [Method of Operation](#) Adobe PDF (97 kb)
- [Amendment #1 - Contract Assignment](#) Adobe PDF (18 kb)

The [Download All Documents](#) hyperlink will place compressed files on your computer. Files may be unzipped and viewed using WinZip. The evaluation version is available for free. [Click here](#) to learn more about WinZip or to download the latest version from the WinZip web site.

Forms in this section are stored in Adobe Acrobat (PDF) format. PDF formatted documents appear the same as the original printed forms. To view and print these forms, you must have a PDF viewer which is available free from Adobe. [Click here](#) to learn more about Adobe Acrobat or to download the latest version of the Adobe Acrobat viewer from the Adobe Web site.

NOAs By Number

NOAs By Title

Search NOAs

Index #:	M-7000
Contract #:	VARIOUS
Contract Period:	FROM: 09/01/14 TO: 05/31/19
Applicable To:	ALL STATE AGENCIES
Cooperative Purchasing:	POLITICAL SUBDIVISIONS*
Vendor Name & Address:	SEE VENDOR INFORMATION SECTION
For Procurement Bureau Use:	
Solicitation #:	23681
Bid Open Date:	00/00/00
CID #:	
Commodity Code:	-

Vendor Name & Address:	BARRACUDA NETWORKS INC 3175 S W INCHESTER BLVD CAMPBELL, CA 95008
Contact Person:	ANDREA CANNON
Contact Phone:	703-743-9068
Order Fax:	000-000-0000
Contract#:	88792
Expiration Date:	05/31/19
Terms:	NONE
Delivery:	30 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	BROCADE COMMUNICATIONS SYSTEMS INC 130 HOLGER WAY SAN JOSE, CA 95134
Contact Person:	TANIA CRAYTHORNE
Contact Phone:	408-333-6226
Order Fax:	000-000-0000
Contract#:	87718
Expiration Date:	05/31/19
Terms:	NONE
Delivery:	30 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	CISCO SYSTEMS INC 308 HARPER DRIVE 1ST FL MOORESTOWN, NJ 08057
Contact Person:	JOE EARLEY
Contact Phone:	215-620-2074
Order Fax:	000-000-0000
Contract#:	87720
Expiration Date:	05/31/19
Terms:	NONE
Delivery:	30 DAYS ARO
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	
Vendor Name & Address:	DELL MARKETING LP 1 DELL WAY/RR8-06 ROUND ROCK, TX 78682
Contact Person:	ASHLEIGH LANE
Contact Phone:	800-981-3355
Order Fax:	000-000-0000
Contract#:	88796
Expiration Date:	05/31/19
Terms:	NONE
Delivery:	30 DAYS ARO
Small Business Enterprise:	NO

Contact Person:	KATIE OKANE
Contact Phone:	732-868-5904
Dealer/Distributor Name & Address:	W RFF LLC DBA ARGENTUM SOLUTIONS 123 E 54TH STREET APT 7A NEW YORK NY 10022
Contact Person:	BRANT STEVENS
Contact Phone:	212-931-8566
Dealer/Distributor Name & Address:	ZONES INC 1102 15TH ST SW AUDURN WA 98001
Contact Person:	JOHN VETTO
Contact Phone:	888-403-0995-x306
Contract#: 87719	Title: DATA COMMUNICATIONS EQUIPMENT
Dealer/Distributor Name & Address:	EASTERN DATA COMM INC 44 COMMERCE WAY HACKENSACK NJ 07601
Contact Person:	DAN HARRISON
Contact Phone:	201-457-3311-x137
Dealer/Distributor Name & Address:	ENTEL SYSTEMS INC 230 WEST PARKWAY STE 8 POMPTON PLAINS NJ 07444
Contact Person:	JIM BLACK
Contact Phone:	201-447-2000
Contract#: 87720	Title: DATA COMMUNICATIONS EQUIPMENT
Dealer/Distributor Name & Address:	ASPIRE TECHNOLOGY PARTNERS 100 VILLAGE COURT 3FL HAZLET NJ 07730
Contact Person:	FROST SCHROEDER
Contact Phone:	732-847-9612
Dealer/Distributor Name & Address:	CDW GOVERNMENT LLC 230 N MILW AUKEE AVE VERNON HILLS IL 60061-9740
Contact Person:	JOHN MAZELLA
Contact Phone:	866-776-7415
Dealer/Distributor Name & Address:	COMPUTER DESIGN & INTEGRATION LLC 696 ROUTE 46 WEST TETERBORO NJ 07608
Contact Person:	DAVE REID
Contact Phone:	201-931-1420
Dealer/Distributor Name & Address:	CONTINENTAL RESOURCES INC 27 WORLDS FAIR DR SOMERSET NJ 08873
Contact Person:	LOU DEMARCO
Contact Phone:	732-748-3630
Dealer/Distributor Name & Address:	CORE BTS INC 750 ROUTE 202 SOUTH SUITE 210 BRIDGEWATER NJ 08807
Contact Person:	MICHELE KRAMER
Contact Phone:	908-310-4415
Dealer/Distributor Name & Address:	DIMENSION DATA NA 11006 RUSHMORE DRIVE CHARLOTTE NC 28277
Contact Person:	ARTHUR L TORIS
Contact Phone:	732-966-3826
Dealer/Distributor Name & Address:	DYNTEK 1120 ROUTE 73/STE 100 MOUNT LAUREL NJ 08054
Contact Person:	DEBORA HARTMAN
Contact Phone:	856-834-1139
Dealer/Distributor Name & Address:	

	MANAGEMENT; AND CLOUD BASED SERVICES FOR ACCESS POINTS. FOR ADDITIONAL INFORMATION PLEASE REFER TO THE METHOD OF OPERATION. DELIVERY: 30 DAYS ARO				
Vendor: CISCO SYSTEMS INC		Contract Number: 87720			
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 920-37-077634 [DATA PROCESSING, COMPUTER, PROGRAMMING, ...] ITEM DESCRIPTION: DATA CENTER APPLICATIONS SUCH AS: VIRTUALIZED LOAD BALANCERS AND WAN OPTIMIZATION APPLIANCES. FOR FURTHER INFORMATION REGARDING PRODUCTS INCLUDED UNDER THIS PRICE LINE PLEASE REFER TO THE METHOD OF OPERATION. DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00002	COMM CODE: 206-64-077631 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: NETWORKING SOFTWARE SUCH AS: NETWORK MANAGEMENT & AUTOMATION; DATA CENTER MANAGEMENT & AUTOMATION; CLOUD PORTAL & AUTOMATION; AND BRANCH OFFICE MANAGEMENT & AUTOMATION. FOR ADDITIONAL INFORMATION PLEASE REFER TO THE METHOD OF OPERATION. DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00003	COMM CODE: 206-64-077632 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: NETWORK OPTIMIZATION & ACCELERATION; DYNAMIC LOAD BALANCING; WAN ACCELERATION; AND HIGH AVAILABILITY & REDUNDANCY. FOR ADDITIONAL INFORMATION PLEASE REFER TO THE METHOD OF OPERATION. DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00004	COMM CODE: 206-64-077633 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: NETWORK OPTIMIZATION & ACCELERATION; DYNAMIC LOAD BALANCING; WAN ACCELERATION; AND HIGH AVAILABILITY & REDUNDANCY. FOR ADDITIONAL INFORMATION PLEASE REFER TO THE METHOD OF OPERATION. DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A

	ITEM DESCRIPTION: OPTICAL NETWORKING PRODUCTS SUCH AS: CORE DENSE WAVELENGTH DIVISION MULTIPLEXING SWITCHES; EDGE OPTICAL SWITCHES; OPTICAL NETWORK MANAGEMENT; AND IP OVER DWDM. DELIVERY: 30 DAYS ARO				
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00005	COMM CODE: 206-64-077584 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: ROUTERS: BRANCH ROUTERS; NETWORK EDGE ROUTERS; CORE ROUTERS; SERVICE AGGREGATION ROUTERS; AND CARRIER ETHERNET ROUTERS. PLEASE REFER TO THE METHOD OF OPERATION FOR ADDITIONAL INFORMATION. DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00006	COMM CODE: 206-64-077627 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: SECURITY PRODUCTS SUCH AS: DATA CENTER & VIRTUALIZATION SECURITY PRODUCTS AND APPLIANCES; INTRUSION DETECTION/PROTECTION & FIREWALL APPLIANCES; LOGGING APPLIANCES & ANALYSIS TOOLS; SECURE EDGE & BRANCH INTEGRATED SECURITY PRODUCTS; SECURE MOBILITY PRODUCTS; ENCRYPTION APPLIANCES AND SECURE ACCESS. DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00007	COMM CODE: 206-64-087259 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: STORAGE AREA NETWORKING DEVICES SUCH AS DIRECTOR CLASS SAN SWITCHES & MODULES; FABRIC & BLADE SERVER SWITCHES; ENTERPRISE & DATA CENTER SAN & VSAN MANAGEMENT; AND SAN OPTIMIZATION. FOR ADDITIONAL INFORMATION PLEASE REFER TO THE METHOD OF OPERATION. DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE

00008	COMM CODE: 206-64-077625 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: SWITCHES SUCH AS: LAN ACCESS SWITCHES; LAN CORE SWITCHES; DATA CENTER SWITCHES; SOFTWARE DEFINED NETWORKS VIRTUALIZED SWITCHES; CARRIER AGGREGATION SWITCHES; AND CARRIER ETHERNET ACCESS SWITCHES. FOR ADDITIONAL INFORMATION PLEASE REFER TO THE METHOD OF OPERATION. DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00009	COMM CODE: 206-64-077626 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: WIRELESS APPLIANCES SUCH AS: ACCESS POINTS; OUTDOOR WIRELESS ACCESS; WIRELESS LAN CONTROLLERS; WIRELESS LAN NETWORK SERVICES & MANAGEMENT; AND CLOUD BASED SERVICES FOR ACCESS POINTS. FOR ADDITIONAL INFORMATION PLEASE REFER TO THE METHOD OF OPERATION. DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00010	COMM CODE: 209-28-087258 [COMPUTER SOFTWARE FOR MAINFRAMES AND ...] ITEM DESCRIPTION: UNIFIED COMMUNICATIONS SUCH AS: IP TELEPHONY; INSTANT MESSAGING/PRESENCE; UNIFIED MESSAGING; CONTACT CENTER; COMMUNICATION END POINTS & APPLICATIONS; UC NETWORK MANAGEMENT; COLLABORATION; AND COLLABORATIVE VIDEO. DELIVERY: 30 DAYS ARO	1.000	EA	NET	N/A
Vendor: DELL MARKETING LP Contract Number: 88796					
LINE#	DESCRIPTION/MFGR/BRAND	EST QUANTITY	UNIT	% DISCOUNT	UNIT PRICE
00001	COMM CODE: 206-64-077631 [COMPUTER HARDWARE AND PERIPHERALS FOR...] ITEM DESCRIPTION: NETWORKING SOFTWARE SUCH AS: NETWORK MANAGEMENT & AUTOMATION; DATA CENTER MANAGEMENT & AUTOMATION; CLOUD PORTAL &	1.000	EA	NET	N/A

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.078

Agenda No. 10.Q

Approved: FEB 10 2016

TITLE:



RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO KOVA CORP. FOR THE ANNUAL MAINTENANCE OF THE AUDIO LOG RECORDING SYSTEM UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY, POLICE DIVISION/COMMUNICATIONS CENTER

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, the Audiolog Recording System logs all voice and audio activity for the Police Communications Center and requires to be properly maintained for continued and seamless operation; and

WHEREAS, N.J.S.A. 40A:11-12 of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 requires City Council authorization for contracts exceeding \$40,000.00; and

WHEREAS, KOVA Corp., 102 East Bay Avenue, Suite J, Manahawkin, New Jersey 08060 is in possession of State Contract A83906, and submitted a proposal in the amount of \$58,280.31 for the annual maintenance of the Audiolog Recording System; and

WHEREAS, funds are available for this contract in the Operating Account;

Account	P.O. #	State Contract	Total
01-201-25-271-310	119861	A83906	\$58,280.31

WHEREAS, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable;

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. A contract is awarded to KOVA Corp. for the annual maintenance of the Audiolog Recording System for the Public Safety Communications Center.
2. The total contract amount is \$58,280.31.
3. The contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-12.
4. Upon certification by an official or employee of the City authorized to receive the equipment pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.
5. The Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

(Continued to page 2)

City Clerk File No. Res. 16.078Agenda No. 10.0 **FEB 10 2016**

TITLE:

**RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO KOVA CORP. FOR
THE ANNUAL MAINTENANCE OF THE AUDIO LOG RECORDING SYSTEM UNDER
STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY, POLICE
DIVISION/COMMUNICATIONS CENTER**

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that
there are sufficient funds available for payment of this above resolution.

WHEREAS, funds are available for this contract in the Operating Account;

Account	P.O. #	State Contract	Total
01-201-25-271-310	119861	A83906	\$58,280.31

Approved by Peter Folgado, Director of Purchasing
RPPO, QPA

January 29, 2016
Date

PF/pv
1/29/16

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Joanne Monahan
701 Corporation Counsel

Certification Required ☒Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.10.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMEN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO KOVA CORP. FOR THE ANNUAL MAINTENANCE OF THE AUDIO LOG RECORDING SYSTEM UNDER STATE CONTRACT FOR THE DEPARTMENT OF PUBLIC SAFETY, POLICE DIVISION/COMMUNICATIONS CENTER

Initiator

Department/Division	Public Safety	Communications & Technology
Name/Title	Robert Baker, Sr	Director
Phone/email	201-547-5449	rbakersr@njcps.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)


Resolution Purpose

Maintenance of Radio and telephone recording equipment for Public Safety. This system is required by Attorney General Guidelines.

I certify that all the facts presented herein are accurate.


Signature of Department Director

2/1/16
Date


Signature of Purchasing Director

1/29/16
Date



CITY OF JERSEY CITY
394 CENTRAL AVE.
2ND FLOOR
JERSEY CITY NJ 07307
PURCHASE ORDER & VOUCHER

PURCHASE ORDER NUMBER
119861

REQUISITION # 0173119

BUYER STATECONT

CHECK NO. _____
CHECK DATE _____
VOUCHER NO. _____
VENDOR INV.# _____

DATE: 01/29/2016
VENDOR NO: KO265640MV

VENDOR INFORMATION

KOVA, CORP.
102 EAST BAY AVENUE
SUITE J
MANAHAWKIN NJ 08060

DELIVER TO
PUBLIC SAFETY COMM. CENTER
73 - 85 BISHOP STREET

JERSEY CITY NJ 07304

BILL TO
PUBLIC SAFETY COMM. CENTER
73 - 85 BISHOP STREET
JERSEY CITY NJ 07304

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	EA	CONTRACT RENEWAL MAINTENANCE AGREEMENT W/24X7 SUPPORT & EXTENDED WARRANTY ON ALL PARTS OF AUDIOLOG RECORDING SYSTEM CY 2016: 1/1/16 - 12/31/16 AGREEMENT #16-0101A, ADDENDUM B T-0109: 9-1-1- TELECOM EQUIPMENT INCLUDES: CALL ANSWERING, LOGGING & INSTANT PLAYBACK RECORDERS, COMPUTER AIDED DISP (CAD) SYSTEMS & SOFTWARE, TRAINING SIMULATORS & TRAINING SOFTWARE SC A83906 LINE 00018 COMM CODE: 726-13-085630 SC RESN APPROVED	01-201-25-271-310	58,280.3100	58,280.31

TAX EXEMPTION NO: 22-6002013

PO Total 58,280.31

CLAIMANT'S CERTIFICATION AND DECLARATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

Original Copy

OFFICER'S OR EMPLOYEE'S CERTIFICATION

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official or employee or other reasonable procedures.

TITLE OR POSITION

DATE

APPROVED BY THE PURCHASING AGENT

DATE

APPROVED BY ACCOUNTS & CONTROL

DATE

FOR PAYMENT, VENDOR MUST SIGN AT X ON THIS VOUCHER AND RETURN TO THE BILL TO ADDRESS

CITY OF JERSEY CITY

Requisition #**0173119****Assigned PO #**

Requisition

Vendor
KOVA, CORP.
102 EAST BAY AVENUE
SUITE J
MANAHAWKIN NJ 08060
KO265640MV

Dept. Bill To
PUBLIC SAFETY COMM. CENTER
73 - 85 BISHOP STREET
JERSEY CITY NJ 07304

Dept. Ship To

Contact Info
PHYLLIS WARREN
0201631347

Quantity	UOM	Description	Account	Unit Price	Total
1.00	EA	CONTRACT RENEWAL	0120125271310	58,280.31	58,280.31

MAINTENANCE AGREEMENT W/24X7 SUPPORT
& EXTENDED WARRANTY ON ALL PARTS
OF AUDIOLOG RECORDING SYSTEM

CY 2016: 1/1/16 - 12/31/16

AGREEMENT #16-0101A, ADDENDUM B

T-0109: 9-1-1- TELECOM EQUIPMENT INCLUDES:
CALL ANSWERING, LOGGING & INSTANT
PLAYBACK RECORDERS, COMPUTER AIDED DISP
(CAD) SYSTEMS & SOFTWARE, TRAINING
SIMULATORS & TRAINING SOFTWARE

SC A83906

LINE 00018, COMM CODE: 726-13-085630

SC RESO _____, APPROVED _____

Requisition Total 58,280.31

Req. Date: 01/19/2016

Requested By: PWARREN

Buyer Id:

Approved By: _____

This Is Not A Purchase Order



New Jersey Division of Revenue

Revenue

NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0104158 FOR KOVA, CORP. IS VALID.



102 East Bay Ave • Manahawkin, NJ 08050
800.204.5200 • Fax 800.879.0720
www.kovacorp.com

October 27, 2015

John E. Tkaczyk
Senior Systems Administrator
Jersey City Police Department
8 Erie Street
Jersey City, NJ 07302

Re: 2016 State Contract Pricing for Continued Support of Audiolog Recording System

Dear Mr. Tkaczyk,

Our records indicate that the maintenance plan on your Audiolog recording system, upgraded February 18, 2015 to the v.5 platform, is scheduled to renew on 01/01/2016. Please be advised that due to your upgrade, your 24x7 discounted coverage rate off NJ State Contract has increased on a pro-rated basis for the upcoming 2016 annual service period, 01/01/2016-12/31/2016, from \$51,113.28 to \$58,280.31.

Revised 2016 Contract Cost: \$58,280.31 (01/01/2016-12/31/2016) Itemized Breakdown. See Enclosed Contract ID#16-0101A, ADDENDUM B. All items are provided with guaranteed replacement on a 24x7 basis. Due to February 18, 2015 upgrade, cost reflects pro-rated service increase of \$7,167.03, added to base service cost of \$51,113.28, making 2016 revised, pro-rated, Contract Cost, \$58,280.31.

Below is the specific information for processing of a purchase order off State Contract:

NJ Contract: #83906
NJ State Contract Term Contract: #T-0109
NJ State Contract Commodity Code: #726-13-085630
NJ State Contract Line Item Description: "9-1-1 TELECOMMUNICATIONS EQUIPMENT INCLUDES: CALL ANSWERING, LOGGING & INSTANT PLAYBACK RECORDERS, COMPUTER AIDED DISPATCH (CAD) SYSTEMS & SOFTWARE, TRAINING SIMULATORS & TRAINING SOFTWARE
Valid Thru: 04/30/2018

For your processing purposes, I have included the 2016 contract and service invoice. If you have any questions, please call me at 609-529-8608, and I will be happy to assist you.

Sincerely,
Melissa McCormack
Customer Advocate
609-529-8608 (mobile)
mmccormack@kovacorp.com

Enclosures (2): 2016 Contract ID#16-0101A; 2016 Service Invoice



MAINTENANCE AND SERVICE AGREEMENT ID#16-0101A

W hereas, Jersey City Police Department, hereinafter referred to as Jersey City or "the customer", doing business at 8 Erie Street, Jersey City, New Jersey 07302 hereinafter referred to as the business location, desires to obtain service to maintain previously purchased Audiolog recorder(s) in good working order; and

W hereas, KOVA, Corp, hereinafter referred to as KOVA, having a place of business at 102 East Bay Avenue, Suite J, Manahawkin, New Jersey 08050, is a manufacturer authorized Platinum level distributor and service provider for the Mercom, Inc. Audiolog recorders;

T herefore, KOVA and Jersey City Police Department agree that KOVA will provide Jersey City with service subject to the "Terms and Conditions" listed on reverse side of this page. Jersey City agrees to pay KOVA the sum of \$58,280.31 due on or before 01/01/15, for such services. The initial term of this agreement shall be effective from 01/01/2016 through 12/31/2016.

This service agreement covers all calls placed to KOVA Corp.'s toll free hotline 24 hours a day, 7 days a week, provided that the customer abides by the guidelines set forth in "Addendum A", hereinafter referred to as "System Administration Policy for Audiolog and MIQ Systems".

Furthermore, this service agreement specifically covers the equipment as listed in Addendum B of this Agreement at the Customer's business location.

A cceptance of this agreement, as indicated by the undersigned, acknowledges and agrees to all terms and conditions as articulated in this agreement. Notices, pursuant to this agreement, will be sent to the undersigned.

For Jersey City Police Department:

By: _____

Printed Name _____

Date _____

Address _____

City/State/Zip _____

Telephone _____

For KOVA:

By: _____

Printed Name _____

Date _____

102 East Bay Avenue, Suite J

Manahawkin, New Jersey 08050

(609) 597-1498

Intelligent Recording Solutions

1. **TERM:** The initial term of this Agreement shall be for one year. This Agreement shall be renewed automatically at the end of each renewal term unless terminated by either party by prior written notice to the other at least 30 days prior to the end of the initial term or any renewal term. KOVA shall have the right, from time to time, to revise the rates for service being charged there under by providing the customer with written notice at least sixty days (60) prior to the expiration of the term then in effect. Such revised rates shall then apply to the services to be provided in the next renewal term.
2. **FACILITY LOCATION:** The services provided hereunder shall be provided exclusively through the following customer's location specified on reverse side.
3. **SERVICES INCLUDED:** The following services are included for items listed elsewhere in this agreement: a) All software enhancement updates, which would improve the recorder (site specific) functionality (as determined by KOVA and Verint), generally made available without additional charge by (KOVA) to other licensees of the Licensed Products who are parties to a Maintenance and Support Services Agreement; and b) Permanent program fixes as applicable; and c) System and User Documentation update service for the original set of manuals; and d) Use of the KOVA Support/Help Facility for technical and operational assistance during the hours of service as defined elsewhere in this agreement. KOVA will provide Microsoft Operating System Service Packs and Microsoft SQL Service Packs once certified by Verint Systems, Inc.
4. **PREVENTIVE MAINTENANCE:** KOVA will inspect the customer's equipment (as listed elsewhere in this agreement) and make such repairs, adjustments and replacements of components as may be necessary to maintain the equipment in good working order in accordance with the manufacturer's specifications. All work performed by KOVA will be performed in accordance with KOVA'S standard practice in effect at such time and will be rendered when repairs are necessary. KOVA will (upon the customer's approval), install any software updates that are generally made available and provided by the manufacturer at no charge to the end user, that will ensure or improve recording performance as applicable to each recorder, without any charge to the customer.
5. **STANDARD REPAIR SERVICE:** Kova will respond to requests for service twenty-four hours a day, through calls placed to (877) 700-KOVA (5682). KOVA will respond to a request for service within four hours. The response for a service request may be done electronically or via physical visit to the customer's site. KOVA shall provide following response times based upon the severity level reported by the Customer as follows:

Severity level 1 – Response time next business day
 Severity level 2 – Response time within 24 hours
 Severity level 3 – Response time within 8 hours
 Severity level 4 – Response time within 4 hours

Severity level 1: An equipment condition or malfunction not critical to the using agency and services can effectively continue until repairs are completed.
 Severity level 2: An equipment failure or malfunction that is not currently impairing the using agency's ability to provide service. However, if additional failures or malfunctions occur, prior to repair, the County will be operating at a reduced capacity.
 Severity level 3: An equipment failure or malfunction that prohibits the Customer's ability to provide acceptable service with the Customer's Primary System, or the Customer's service is limited to a reduced capacity. Reduced capacity exists when twenty-five percent (25%) or more of the Primary system is out of service.
 Severity level 4: An equipment failure or malfunction that significantly impairs the Customer's ability to properly process calls. This severity level exists when a using agency's facility is impaired to the extent that it cannot do business.

The customer agrees to furnish a POTS (plain old telephone service) line for each recorder in use. Analog DID lines provided through customer's PBX are not acceptable. In lieu of dial in access, the Customer may provide VPN access or other remote connectivity via means they can control, such as a GoToMyPC account. KOVA would provide the account for GoToMyPC connectivity. The customer also agrees to have the necessary software and modem attached to the recorder. Further the customer agrees to allow the service technician access to the recorder, without delay, temporary access to the facility (via full time escort or access control card) and temporary parking (within walking distance). The customer will receive priority handling of all requests for service. Service shall include all parts and labor necessary to repair the items covered by this agreement and shall be provided without additional charge to the customer unless such repair was work necessary due to work performed by others or unless due to: improper use or tampering with the equipment, or any damage caused by mechanical or electrical abuse, such as physical damage, intentional damage, lightning or other acts of God, or damage caused by environmental conditions outside the normal operating parameters described in the product specifications, or connection to an inappropriate power source, or viruses, or damage caused by any attempted repairs by unauthorized personnel, or normal wear items (i.e. UPS batteries, etc.). KOVA shall also have no responsibility to perform repairs with respect to, the installation, service and maintenance of motor generators, batteries or other power supply devices nor with respect to effects upon the equipment produced by or emanating neither from such power supplies nor for the actual removable media.

6. **ADDITIONAL EQUIPMENT:** Subject to the agreement of KOVA and payment of a prorated annual fee for the remaining term of the agreement, the customer may add additional equipment to the scope of this agreement.

7. **REPAIR SERVICE OUTSIDE THE SCOPE OF AGREEMENT:** Upon the request of the customer, KOVA will perform additional services such as relocating the equipment. The customer will be billed for such services, any service performed outside of this service agreement, or otherwise for services not covered by the agreement, at KOVA's then prevailing rates. Work required after hours (9am to 5pm) or weekends will have an additional premium of 50%, holidays will have a 100% additional premium.

8. **FEES:** The Fees for the initial term are listed elsewhere in this agreement and are for a one-year term. Payment of fees shall be made annually prior to the initial term and for each renewal term on or before the commencement of each renewal term. The customer shall pay all invoices under this Agreement within thirty-days (30) of receipt of the invoice. All amounts mentioned in this Agreement are in U.S. Dollars. Any amount payable pursuant to this Agreement and not paid when due shall thereafter be delinquent and shall bear a late payment charge at the rate of one and one-half percent (1-1/2 %), or the maximum legal rate if less, for each month or portion thereof until paid. If any amount is not paid when due, the customer is responsible for all collection costs, including reasonable attorney's fees. If the customer disputes, in good faith, any items on an invoice, the customer shall promptly notify KOVA of the dispute with specific information regarding the reason for the dispute and the customer shall timely pay all undisputed items on such invoice. The customer shall promptly attempt to resolve any such dispute and no late payment charge shall apply to the disputed amount pending resolution of the dispute.

9. **SERVICES NOT INCLUDED:** This Agreement provides for enhancements and support to the then current Licensed Products base system made pursuant to KOVA Maintenance and Support Services. Not included under this Agreement is any support for or caused by changes in the Licensed Products base system which have been made outside KOVA's Annual Maintenance and Support Services, whether these changes were made by THE CUSTOMER or KOVA. Therefore, should THE CUSTOMER request KOVA to investigate and/or correct any system error and said error is determined by KOVA to not be caused by the software comprising the Licensed Product base system, KOVA will bill and THE CUSTOMER will pay for such services to KOVA, at then prevailing rates. KOVA is not responsible for implementing any Microsoft update, other than those updates specified in Verint certified Microsoft Service Packs.

10. **MODIFICATIONS MADE BY THE CUSTOMER:** The customer shall inform KOVA in writing of any modification in the applicable Licensed Products made by others than KOVA. KOVA shall not be responsible for maintaining such modified portions of the Licensed Products or for maintaining the Licensed Products to the extent affected by such modification.

11. **INCORPORATION OF LICENSE TERMS:** All changes, additions, enhancements and updates in the Audiolog Licensed Products or Documentation provided hereunder shall remain proprietary to KOVA and shall be received by the customer for its use pursuant to all of the restrictions and other terms and conditions of the License Agreement, including, but not limited to, use limitations, the exclusion and limitation of warranties, limitation of liability and undertakings of confidentiality and non-disclosure, all of which are incorporated herein by this reference.

12. **TERMINATION:** In the event of termination of the License Agreement, this Agreement shall terminate on the same date. Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with its terms (other than the required payment of money) if such failure arises out of causes beyond the control and without the fault or negligence of such party. Such causes may include, but are not restricted to, acts of God or of a public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform must be beyond the reasonable control and without fault or negligence by the party failing to perform. Either KOVA or THE CUSTOMER may terminate this Agreement upon thirty (30) days written notice in the event the other violates any material provision of this Agreement; provided, however, if the defaulting party cures such violation within the 30 day notice period, the notice of termination shall be withdrawn. Termination by either party shall be in addition to any other legal or equitable remedies available to such party.

TERMS AND CONDITIONS CONTRACT ID#16-0101A
(continued)

13. **GENERAL:** The customer agrees that notwithstanding the form in which any legal or equitable action may be brought, the liability of KOVA, if any, arising out of or in any way related to its performance of the services provided herein shall be limited to general money damages in an amount not to exceed the total amount paid for such services. Neither party shall be liable to the other for loss of profits, special, consequential or exemplary damages, even if such party has been advised of the possibility of such damages, except for a violation of paragraph 14 "Employment". If KOVA provides maintenance training, the customer and the respective employees will sign and abide by KOVA's non-compete agreement (if applicable, addendum C). Titles and paragraph headings are for convenient references and are not apart of this Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, negotiations, representations and proposals, written or oral, relating to this subject matter hereof. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof and no waiver shall be effective unless made in writing. In the event that any provisions of this Agreement shall be determined to be illegal or otherwise unenforceable, such provision shall be severed and the balance of the Agreement shall continue in full force and effect; provided, however, that either party may terminate this Agreement if any material provision of this Agreement is deemed to be illegal or otherwise non-enforceable by giving thirty (30) days written notice to the other party within thirty (30) days after such determination, except for a violation of paragraph 14 "Employment", which shall continue in force for the term specified. The customer agrees that all equipment provided by KOVA will be used in a manner consistent with local, state, and federal laws and regulations, and will indemnify and hold harmless KOVA from any litigation arising out of the equipment misuse.

14. **EMPLOYMENT:** During the term of this agreement, and for a twelve (12) month period thereafter, KOVA and THE CUSTOMER each agrees that it will not solicit for employment directly or indirectly any employee of the other who is or has been engaged in the development, maintenance, implementation or marketing of the Equipment, without written consent of the other, which consent shall not be unreasonably withheld.

15. **ASSIGNMENT:** Either party without the written consent of the other, which consent shall not be unreasonably withheld, may not assign this agreement.

16. **NOTICES:** All notices which either party hereto is required to give the other party shall be mailed, postage prepaid, by registered or certified mail. Notices shall be mailed to the respective party at the address listed on the face of this agreement.

17. **GOVERNING LAW:** The laws of the state of New Jersey shall govern this agreement and any issue arising there from.

ADDENDUM A

System Administration Policy for Audiolog and MIQ Systems

The policy/rules articulated below are necessary for the continuing proper operation of the Audiolog systems. Any deviation without permission from KOVA will cause billable time for system troubleshooting and restoration.

- Security, Domain, Shares, Computer or User policies should not be pushed and/or assigned to any Audiolog, MIQ, MIR or Veri-Scribe Server or user account.
- The Windows Computer name is vital to the functionality of both the server and client software. It should not be changed without KOVA's service.
- Any local user accounts may not be altered. This includes, but is not limited to, the password, account disabling, user rights or user name.
- Absolutely no Service Packs/Updates for Windows or SQL should be applied except by trained KOVA technicians.
- No Security patches should be applied without contacting KOVA first. This includes, but is not limited to, Microsoft Windows Security Patches, Internet Explorer Security Patches, AntiVirus Updates.
- KOVA provides and installs AntiVirus software for each machine and is specifically configured for use with KOVA products. The customer must not alter the settings of the AntiVirus software or update it without contacting KOVA first.
- KOVA does allow for integration into corporate AntiVirus control using products such as products from Symantec, McAfee or TrendMicro. However, there are strict guidelines that must be followed for this integration and KOVA must be involved in the setup and installation.
- Only software installed by KOVA technicians should exist on any Audiolog, MIQ, MIR or Veri-Scribe Server. Most software is untested to work with our products and may cause unforeseen problems with machine or recording reliability. If the customer requires a product installed on the Audiolog, the software must be presented to KOVA for evaluation and study.
- Any change to any related subsystem (i.e., Computer Telephony Interface –CTI, SMDR feed, PBX, etc) that provides data and/or audio to the recording systems, must be noticed to KOVA (within reasonable time) before any change is done.
- Customers are expected to maintain integration tables with add, move, and deletes. Additionally, if archiving to DVD is enabled, customers must reasonably change the DVDs as required. Customers are also expected to periodically (as necessary) clean dust filter and DVD drives with DVD cleaning disk on a monthly basis.

ADDENDUM B

List of Components Covered

GENERAL ANALOG RECORDER	
NJ State Contract Item Code	Qty
KOVA-RECORDER-BASE-GOLD	
NOTE: Responsible for recording the following: 14 - 911 Police trunks 6 - 911 Fire trunks 30 - Current Positron Console Audio 12 - Training Position Console Audio 10 - Open Positions Console Audio 8 - Non-Trunked radio (SPEN1 & 2, Hudson City Rail 1, 2 & 3, & 3 others TBA) 2 T-1 PRI Circuits from Positron VIPER	1
KOVA-ANA-UNIV-24	3
KOVA-ANA-UNIV-8	1
KOVA-CAS-UPLOAD	1
KOVA-MLOGON	1
CTILink-SMDR-NENA-CadSpill-Custom	1

MOTOROLA TRUNKED RADIO RECORDER	
NJ State Contract Item Code	Qty
KOVA-RECORDER-BASE-TITANIUM	1
Note: This System is responsible for de-trunking/recording all radio traffic off Motorola 7x system	
KOVA-ANA-UNIV-16	1
CTILink-Mot-SmartZone-ATIA-Std	1
MOTOROLA-7X-VolP-TLR-INTERFACE	2

AVAYA VOIP BASED RECORDER	
NJ State Contract Item Code	Qty
KOVA-RECORDER-BASE-PLATINUM	
Note: This system is responsible for recording the following: 30 - Avaya Phones at Positron Console positions 12 - Avaya Phones at other positions in call center 12 - Avaya Phones at Positron Training consoles 1 - Avaya Phone at Training Supervisor desk 10 - Remote District phones 10 - TRU phones 4 - CHS phones	1
CTILink-Avaya-Definity-TSAPI	1
KOVA-CH-RECORD-SW	80

PRIMARY CENTRALIZED ARCHIVE STORAGE SERVER WITH QUALITY ASSURANCE SOFTWARE	
NJ State Contract Item Code	Qty
KOVA-CAS-BASE-GOLD	1
KOVA-DVD-DUAL-DRIVE	1
NAS-UPLOAD	1
AMC-CLIENT	1
ALMCP4CL/TTD-Site	1
ALIR-SITE	1
KOVA-REMOTE-MAINTENANCE	1
KTO-Concurrent-1	1

SECONDARY CENTRALIZED ARCHIVE STORAGE SERVER (PRIMARY ONLY - HARDWARE PROVIDED BY VENDOR)	
NJ State Contract Item Code	Qty
KOVA-CAS-BASE-SW-ONLY	1

ADDITIONAL COMPONENTS - SUBMIT FOR UPGRADE	
NJ State Contract Item Code	Qty
KOVA-170-3300	22
KOVA-170-3322	5
KOVA-170-3204	1
KOVA-100-3253	3
KOVA-KVM-8	1

Total	\$58,280.31
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MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27 (continued)

use of any recruitment agency which engages in direct or indirect discriminatory practices. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies that he/she received, read, and is aware of the commitment to comply with:

N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Chris Silva, President

Representative's Signature: 

Name of Company: KOVA, Corp.

Tel. No.: 609-597-1498 x 136 Date: 12/18/2015

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the City of Jersey City (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. §12101 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature, arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Chris Silva

Representative's Signature: 

Name of Company: KOVA, Corp.

Tel. No.: 809-597-1498 x136

Date: 12/18/2015

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business; and return this form with your bid proposal.

Business Name : KOVA, Corp.
Address : 102 East Bay Ave Suite J Manahawkin NJ 08050
Telephone No. : 609-597-1498
Contact Name : Chris Silva

Please check applicable category :

☒ Minority Owned Business (MBE) ☐ Minority & Woman Owned Business (MWBE)
☐ Woman Owned business (WBE) ☐ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY

MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE)

Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: KOVA, Corp.

Address: 102 East Bay Ave, Suite J Manahawkin NJ 08050

Telephone No.: 609-597-1496 x 136

Contact Name: Chris Silva

Please check applicable category :

☒ Minority Owned (Hispanic)

☐ Minority & Woman Owned

☐ Woman Owned

☐ Neither

Definition of Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

BUSINESS ENTITY DISCLOSURE CERTIFICATION
FOR NON-FAIR AND OPEN CONTRACTS
Required Pursuant To N.J.S.A. 19:44A-20.8
CITY OF JERSEY CITY

Part I – Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that the <name of business entity> has not made and will not make any reportable contributions pursuant to N.J.S.A. 19:44A-1 et seq. that, pursuant to P.L. 2004, c. 19 would bar the award of this contract in the one year period preceding (date of award scheduled for approval of the contract by the governing body) to any of the following named candidate committee, joint candidates committee; or political party committee representing the elected officials of the <name of entity of elected officials> as defined pursuant to N.J.S.A. 19:44A-3(p), (q) and (r).

Election Fund for Steven Fulop (2013)	Councilperson Frank Gajewski
Team Fulop	Councilperson Khemraj "Chico" Ramchal
Team Fulop Runoff	Councilperson Richard Boggiano
Lavarro for Council	Councilperson Michael Yun
Councilperson Joyce E. watterman	Councilperson Candice Osborne
Councilperson Daniel Rivera	Councilperson Diane Coleman

Part II – Ownership Disclosure Certification

☒ I certify that the list below contains the names and home addresses of all owners holding 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business entity:

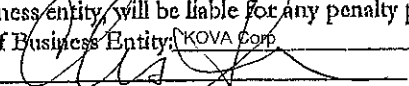
☐ Partnership ☐ Corporation ☐ Sole Proprietorship ☒ Subchapter S Corporation
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership


Name of Stock or Shareholder	Home Address
Christopher S. Silva	2670 McCormick Ave Sweetwater NJ 08037
Christopher A. Silva	8 White Oak Lane, Tuckerton NJ 08087

Part 3 – Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity will be liable for any penalty permitted under law.

Name of Business Entity: KOVA Corp

Signed:  Title: President
Print Name: Chris Silva Date: 12/18/2015

Subscribed and sworn before me this <u>18th</u> day of December, 20 <u>15</u> My Commission expires: 10/27/2016	 (Affiant) Alisha M Knauer, Notary Public (Print name & title of affiant) (Corporate Seal)
---	---

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business: KOVA Corp.

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

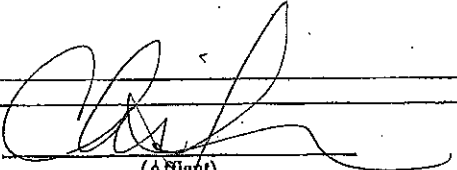
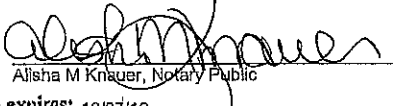
Check the box that represents the type of business organization:

- ☐ Partnership ☐ Corporation ☐ Sole Proprietorship
☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership
☒ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Christopher S. Silva Home Address: 2670 McCormick Ave Sweetwater NJ 08037	Name: Christopher A. Silva Home Address: 8 White Oak Lane Tuckerton NJ 08087
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this 18th day of December, 2015	 (Affiant)
(Notary Public)  Alisha M Knauer, Notary Public	Chris Silva, President (Print name & title of affiant)
My Commission expires: 10/27/16	(Corporate Seal)

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that
KOVA, Corp. (name of business entity) has not made any reportable
contributions in the **one-year period preceding January 15, 2016 (date City Council
awards contract) that would be deemed to be violations of Section One of the City of Jersey City's
Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award
of this contract. I further certify that during the term of the contract KOVA Corp
(name of business entity) will not make any reportable contributions in violation of Ordinance 08-
128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and
certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: KOVA, Corp.

Signed

Title: President

Print Name: Chris Silva

Date: 12/18/2015

Subscribed and sworn before me
this 18th day of December 2015.

My Commission expires:

Alisha M Knauer
(Affiant)

Alisha M Knauer, Notary Public

(Print name & title of affiant) (Corporate Seal)

**Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of
contributions made prior to the effective date Ordinance 08-128 (September 23, 2008)
shall be deemed to be a violation of the Ordinance.

AFFIRMATIVE ACTION COMPLIANCE NOTICE

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS

(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

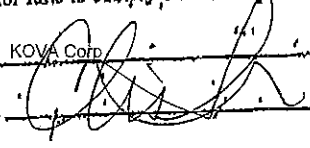
The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence:

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: KOVA Corp

SIGNATURE: 

DATE: 12/18/2015

PRINT

NAME: Chris Silva

TITLE: President

AFFIRMATIVE ACTION COMPLIANCE (SAMPLE DOCUMENTS)

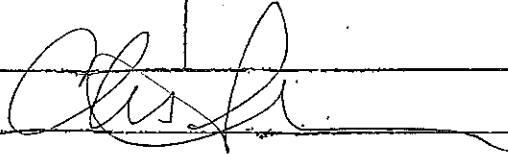
PUBLIC DISCLOSURE INFORMATION

Chapter 33 of the Public Laws of 1977 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

STOCKHOLDERS:

Name	Address	% owned
Christopher S. Silva	2670 McCormick Ave Sweetwater NJ 08037	51%
Christopher A. Silva	8 White Oak Lane, Tuckerton NJ 08087	49%

SIGNATURE :



TITLE:

Chris Silva, President

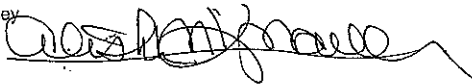
SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY

18th Day of December

OF 20 15

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF State of New Jersey
MY COMMISSION EXPIRES: 2016



(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

NON COLLUSION AFFIDAVIT
STATE OF NEW JERSEY
CITY OF JERSEY CITY

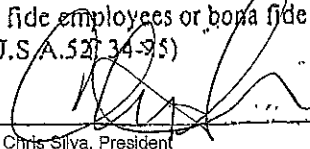
I certify that I am President

of the firm of KOVA Corp

the bidder making the proposal for the above named project, and that I executed the said proposal with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Jersey City relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by (N.J.S.A. 52:34-95)

(Signature of respondent)


Chris Silva, President

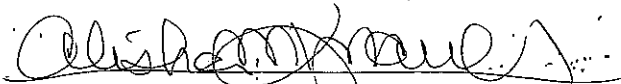
SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY

December 18TH

OF 2015

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)

NOTARY PUBLIC OF State of New Jersey
MY COMMISSION EXPIRES: 2016



(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 and N.J.A.C. 17:27 (continued)

use of any recruitment agency which engages in direct or indirect discriminatory practices. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions. The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies that he/she received, read, and is aware of the commitment to comply with:

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

Goods, Professional Services and General Services Contracts

(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Chris Silva, President

Representative's Signature: 

Name of Company: KOVA Corp.

Tel. No.: 609-597-1498

Date: 12/18/15

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that
KOVA Corp. (name of business entity) has not made any reportable
contributions in the **one-year period preceding January 16, 2016 (date City Council
awards contract) that would be deemed to be violations of Section One of the City of Jersey City's
Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award
of this contract. I further certify that during the term of the contract KOVA Corp.
(name of business entity) will not make any reportable contributions in violation of Ordinance 08-
128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and
certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: KOVA Corp.

Signed: [Signature] Title: President

Print Name: Chris Silva Date: 12/18/2015

Subscribed and sworn before me
this 18th day of December, 2015.

My Commission expires: 10/27/16

[Signature]
(Affiant)

Alisha M Knauer, Notary Public

(Print name & title of affiant) (Corporate Seal)

****Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of
contributions made prior to the effective date Ordinance 08-128 (September 23, 2008)
shall be deemed to be a violation of the Ordinance.**

AFFIRMATIVE ACTION COMPLIANCE NOTICE

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS

(INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

(a) A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

(b) A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

(c) A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

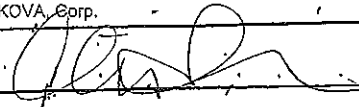
The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence:

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: KOVA Corp.

SIGNATURE: 

DATE: 12/18/2015

PRINT

NAME: Chris Silva

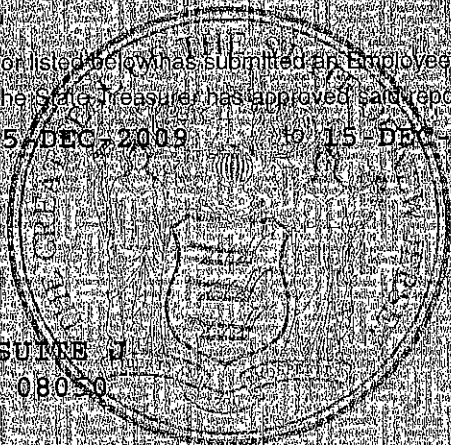
TITLE: President

AFFIRMATIVE ACTION COMPLIANCE (SAMPLE DOCUMENTS)

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15-DEC-2009 to 15-DEC-2016.



KOVA, CORP.
102 EAST BAY AVENUE, SUITE J
MANAHAWKIN NJ 08050

A handwritten signature of the State Treasurer is written over a horizontal line.

State Treasurer

Certificate Number
620163

Registration Date: 04/12/2014
Expiration Date: 04/11/2016



State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

2014
Kova Corp.

Responsible Representative(s):

Christopher S. Silva, President
Christopher A. Silva, Vice-President

Responsible Representative(s):

A handwritten signature in black ink, reading "Harold J. Wirths".

Harold J. Wirths, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned
and may be revoked for cause by the Commissioner
of Labor and Workforce Development.

06/10/09

Taxpayer Identification# 223-564-190/000

Dear Business Representative

Congratulations! You are now registered with the New Jersey Division of Revenue

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency


If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-1730.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 1252 TRENTON, NJ 08640 0252
TAXPAYER NAME: KOVA, CORP.	TRADE NAME:	
ADDRESS: 102 EAST BAY AVENUE STE. J MANAHAWKIN NJ 08050	SEQUENCE NUMBER: 0104158	
EFFECTIVE DATE: 08/16/99	ISSUANCE DATE: 06/10/09	
FORM BRC 102-181-1121-8267		 Director New Jersey Division of Revenue

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. KOVA, Corp.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) 102 East Bay Avenue Suite J	Requester's name and address (optional)
	6 City, state, and ZIP code Manahawkin NJ 08050	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
			-						
or									
Employer identification number									
2	2	-	3	5	6	4	1	9	0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ 	Date ▶ 12/18/15
-----------	--	------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	KOVA Corp.		
Address:	102 East Bay Ave, Suite J		
City:	Manahawkin	State:	NJ
		Zip:	08050

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature

Chris Silva

Printed Name _____

President

Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

[illegible]

☐ Check here if the information is continued on subsequent page(s)

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.079

Agenda No. 10.R

Approved: FEB 10 2016

TITLE:



RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO SAMUELS, INC. T/A BUY WISE AUTO PARTS FOR THE PURCHASE & DELIVERY OF NON-OEM LIGHT AUTO PARTS AND ACCESSORIES FOR THE DEPARTMENT OF PUBLIC WORKS, AUTOMOTIVE DIVISION

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, automotive parts and accessories for the City of Jersey City's ("City") non-OEM fleet are needed; and

WHEREAS, N.J.S.A. 40A:11-12 of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 requires City Council authorization for contracts exceeding \$40,000.00; and

WHEREAS, Samuels, Inc. T/A Buy Wise Auto Parts, 2091 Springfield Avenue, Vauxhall, New Jersey 07088 is in possession of State Contract A85992, and will provide all non-OEM categories for auto parts and accessories; and

WHEREAS, funds are available for this contract in the Operating Account:

Acct #	P.O. #	State Contract	Total Contract	Temp Enc
01-201-26-315-210	119795	A85992	\$200,000.00	\$20,000.00

WHEREAS, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable;

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. A contract is awarded to Samuels, Inc. T/A Buy Wise Auto Parts for the purchase and delivery of non-OEM categories for auto parts and accessories.
2. The total contract amount is \$200,000.00.
3. The contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-12.
4. The term of the contract shall be for (12) twelve months effective on January 1, 2016 through December 31, 2016.
5. Upon certification by an official or employee of the City authorized to administer the contract, that the services have been provided and the requirements of the contract met, then payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.;
6. The Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.
7. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2016 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2016 fiscal year permanent budget.

(Continued to page 2)

TITLE:

**RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO SAMUELS, INC. T/A
BUY WISE AUTO PARTS FOR THE PURCHASE & DELIVERY OF NON-OEM LIGHT
AUTO PARTS AND ACCESSORIES FOR THE DEPARTMENT OF PUBLIC WORKS,
AUTOMOTIVE DIVISION**

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that
there are sufficient funds available for payment of this above resolution.

WHEREAS, funds are available for this contract in the Operating Account.

Acct #	P.O. #	State Contract	Total Contract	Temp Enc
01-201-26-315-210	119795	A85992	\$200,000.00	\$20,000.00

Approved by Peter Folgado, Director of Purchasing
RPPO, QPA

January 27, 2016

Date

PF/pv
1/27/16

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM

Joanne Monahan
Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.10.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN AWARD OF CONTRACT TO SAMUELS, INC. T/A BUY WISE AUTO PARTS FOR THE PURCHASE & DELIVERY OF NON-OEM LIGHT AUTO PARTS AND ACCESSORIES FOR THE DEPARTMENT OF PUBLIC WORKS, AUTOMOTIVE DIVISION.

Project Manager

Department/Division	DPW	Automotive Maintenance
Name/Title	Hector Ortiz	Asst. DPW Director
Phone/email	201-547-4422	Ortizh@jenj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

- ❖ There exists a need for various light automotive parts.
- ❖ To service the City's fleet of about 1,000 vehicles.
- ❖ For about 350 different parts such as AC Compressors, air filters, belts, alternators, brake caliper, brake pad, brake rotator, condenser, cooling fan, fuel injectors, headlight bulbs, etc.
- ❖ State Contract vendor

Cost (Identify all sources and amounts)

01-201-26-315-210 (Operating Account)
Contract Amount = \$200,000.00
Temporary Encumbrance = \$20,000.00

Contract term (include all proposed renewals)

This contract is only valid through 12/31/16. It is a state contract.

Type of award

State Contract

If "Other Exception", enter type

Additional Information

± State Contract # 85992

I certify that all the facts presented herein are accurate.

Salvador Bayardo
Signature of Department Director

1/29/16
Date

[Signature]
Signature of Purchasing Director

1/29/16
Date

T-2761: NON-OEM AUTO PARTS & ACCESSORIES FOR LIGHT DUTY VEHICLES
REGION 3 - HUDSON COUNTY

STATE CONTRACT VENDORS REGION 3 ONLY

DISCOUNT COMPARISON

ASSOC AUTO PARTS LINDEN, NJ	CAT 1	CAT 2	CAT 3	CAT 4	CAT 5	CAT 6	CAT 7	CAT 8	CAT 9	CAT 10	CAT 11	CAT 12	CAT13
CATEGORY TYPE	Accessories	Additives	Brakes	Chasssis	Cooling	Driveline	Electrical	Engines	Exhaust	Fuel System	Rebuilt	Trans	Winshields
DISCOUNT	61%, 62.5%	20.5%, 38%	36%, 69.5%	70%	61%, 69%	NA	1%, 80%	62%	NA	NA	28%	61%	81%
AUTOMOTIVE BRAKE HACKENSACK, NJ	CAT 1	CAT 2	CAT 3	CAT 4	CAT 5	CAT 6	CAT 7	CAT 8	CAT 9	CAT 10	CAT 11	CAT 12	CAT13
CATEGORY TYPE	Accessories	Additives	Brakes	Chasssis	Cooling	Driveline	Electrical	Engines	Exhaust	Fuel System	Rebuilt	Trans	Winshields
DISCOUNT	58%	NA	25%, 60%	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
FRED BEANS PARTS DOYLESTOWN, PA	CAT 1	CAT 2	CAT 3	CAT 4	CAT 5	CAT 6	CAT 7	CAT 8	CAT 9	CAT 10	CAT 11	CAT 12	CAT13
CATEGORY TYPE	Accessories	Additives	Brakes	Chasssis	Cooling	Driveline	Electrical	Engines	Exhaust	Fuel System	Rebuilt	Trans	Winshields
DISCOUNT	NA	NA	Rebuilt only 50.20%	NA	NA	NA	NA	NA	NA	NA	10%, 21%	NA	NA
FREEHOLD FORD FREEHOLD, NJ	CAT 1	CAT 2	CAT 3	CAT 4	CAT 5	CAT 6	CAT 7	CAT 8	CAT 9	CAT 10	CAT 11	CAT 12	CAT13
CATEGORY TYPE	Accessories	Additives	Brakes	Chasssis	Cooling	Driveline	Electrical	Engines	Exhaust	Fuel System	Rebuilt	Trans	Winshields
DISCOUNT	NA	NA	NA	NA	50.20%	NA	NA	50.20%	NA	NA	25.20%	50.20%	45.20%
HOWARD WILSON HALEDON, NJ	CAT 1	CAT 2	CAT 3	CAT 4	CAT 5	CAT 6	CAT 7	CAT 8	CAT 9	CAT 10	CAT 11	CAT 12	CAT13
CATEGORY TYPE	Accessories	Additives	Brakes	Chasssis	Cooling	Driveline	Electrical	Engines	Exhaust	Fuel System	Rebuilt	Trans	Winshields
DISCOUNT	NA	NA	50%	NA	53%	NA	NA	NA	NA	NA	NA	NA	NA
PML INC. EAST HANOVER, NJ	CAT 1	CAT 2	CAT 3	CAT 4	CAT 5	CAT 6	CAT 7	CAT 8	CAT 9	CAT 10	CAT 11	CAT 12	CAT13
CATEGORY TYPE	Accessories	Additives	Brakes	Chasssis	Cooling	Driveline	Electrical	Engines	Exhaust	Fuel System	Rebuilt	Trans	Winshields
DISCOUNT	NA	55%	55%, 60%	NA	57%	55%, 62%	45%, 48%, 50%, 55%	NA	NA	50%	NA	NA	67%
QUALITY AUTO SUMMIT, NJ	CAT 1	CAT 2	CAT 3	CAT 4	CAT 5	CAT 6	CAT 7	CAT 8	CAT 9	CAT 10	CAT 11	CAT 12	CAT13
CATEGORY TYPE	Accessories	Additives	Brakes	Chasssis	Cooling	Driveline	Electrical	Engines	Exhaust	Fuel System	Rebuilt	Trans	Winshields
DISCOUNT	NA	NA	35%	NA	67%	NA	NA	NA	62%	NA	NA	NA	NA
ROUTE 23 AUTO MALL BUTLER, NJ	CAT 1	CAT 2	CAT 3	CAT 4	CAT 5	CAT 6	CAT 7	CAT 8	CAT 9	CAT 10	CAT 11	CAT 12	CAT13
CATEGORY TYPE	Accessories	Additives	Brakes	Chasssis	Cooling	Driveline	Electrical	Engines	Exhaust	Fuel System	Rebuilt	Trans	Winshields
DISCOUNT	NA	NA	47.50%	47.50%	55.50%	47.50%	47.50%	22.50%	NA	55.50%	NA	NA	NA
SAMUELS INC/BUYWISE JERSEY CITY, NJ	CAT 1	CAT 2	CAT 3	CAT 4	CAT 5	CAT 6	CAT 7	CAT 8	CAT 9	CAT 10	CAT 11	CAT 12	CAT13
CATEGORY TYPE	Accessories	Additives	Brakes	Chasssis	Cooling	Driveline	Electrical	Engines	Exhaust	Fuel System	Rebuilt	Trans	Winshields
DISCOUNT	65%, 66%	30%	33%, 35%, 50%, 58%, 66%	50%, 62%, 66%	56%, 57%, 63%	62%, 66%	15%, 50%, 51%, 63%, 65%	62%	62%	15%, 51%, 59%	50%, 51%, 57%	62%	51%, 63%

1. SAMUELS INC/BUYWISE OFFERED DISCOUNTS ON ALL CATEGORIES FOR HUDSON COUNTY REGION 3

2. JERSEY CITY LOCATION



CITY OF JERSEY CITY
394 CENTRAL AVE.
2ND FLOOR
JERSEY CITY NJ 07307
PURCHASE ORDER & VOUCHER

PURCHASE ORDER NUMBER
119795

REQUISITION # 0173224
BUYER STATECONT

CHECK NO. _____
CHECK DATE _____
VOUCHER NO. _____
VENDOR INV.# _____

DATE: 01/27/2016
VENDOR NO: BU898900

VENDOR INFORMATION

SAMUELS, INC.
T/A BUY WISE AUTO PARTS
2091 SPRINGFIELD AVENUE
VAUXHALL NJ 07088

DELIVER TO
AUTOMOTIVE
13-15 LINDEN AVENUE EAST
2ND FLOOR
JERSEY CITY NJ 07305

BILL TO
AUTOMOTIVE
13-15 LINDEN AVENUE EAST
2ND FLOOR
JERSEY CITY NJ 07305

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	SC	ENCUMBRANCY FOR: T2761: NON-OEM AUTOMOTIVE PARTS & ACCESSORIES FOR LIGHT DUTY VEHICLES SC A85992, REGION 3 HUDSON COUNTY CATEGORIES 1 - 13 CONTRACT AMOUNT: \$200,000.00 TEMP. ENCUMBRANCE: \$20,000.00 SC RESO _____, APPROVED _____ PARTIAL PAYMENT VOUCHERS	01-201-26-315-210	20,000.0000	20,000.00

TAX EXEMPTION NO. 22-6002013

PO Total 20,000.00

CLAIMANT'S CERTIFICATION AND DECLARATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

Original Copy

OFFICER'S OR EMPLOYEE'S CERTIFICATION

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official or employee or other reasonable procedures.

TITLE OR POSITION

DATE

APPROVED BY THE PURCHASING AGENT

DATE

APPROVED BY ACCOUNTS & CONTROL

DATE

FOR PAYMENT, VENDOR MUST SIGN AT X ON THIS VOUCHER AND RETURN TO THE BILL TO ADDRESS



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF PUBLIC WORKS

13-15 LINDEN AVENUE EAST, 2ND FLOOR | JERSEY CITY, NJ 07305
P: 201.547.4400 | F: 201.547.4803




MARK REDFIELD
DIRECTOR

MEMORANDUM

Date: January 29, 2016

To: Rolando R. Lavarro, Jr; Council President and Members of the Municipal Council

From: Silendra Bajjnauth, Fiscal Officer 

Subject: 2016 Budget Memo (State Contract for Automotive light auto parts)

There exists a need for Automotive light auto parts. Samuels Inc; possesses state contract (A85992). The total of this contract will not exceed \$200,000.00. The Department of Public Works used this vendor in previous years and would like to continue because the vendor has been providing and supplying these parts in a timely fashion.

As the year progresses, and if the City needs more than \$20,000.00 worth of light automotive parts, additional funds are then encumbered through a change order under the authority of the contract award resolution.

CONTRACT FUNDING (2016)

- ❖ Expenditure is drawn down from Automotive Maintenance operating account, 01-201-26-315-210.
- ❖ Contract is utilizing object # 210.
- ❖ Line object 210 is budgeted for \$660,000.00 in CY 2016 (various contracts).
- ❖ As of today (01/29/16), \$71,500.00 is encumbered in object 210.
- ❖ Temporary budget amount for 210 is \$172,392.00, ending balance is \$100,892.00.
- ❖ DPW spent about \$195,000.00 in 2015 for automotive light parts.

Should you have any questions/concerns or require further details regarding this matter, please do not hesitate to contact my office.

Thank you for your cooperation.

State of New Jersey
Department of the Treasury

Division of Purchase and Property

Governor Chris Christie • Lt. Governor Kim Guadagno

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TERM CONTRACT SEARCH BY TNUMBER

[Click Here](#) to search more Term Contracts

T-Number	Title	Vendor	Contract #
T2761 14-x-22600	NON-OEM AUTOMOTIVE PARTS & ACCESSORIES LIGHT DUTY VEHICLES	SAMUELS INC	85992

TOH

NJ State Records
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This site is maintained by the Division of Revenue and Enterprise Services.

Vendor Name & Address:	SAMUELS INC T/A BUY WISE AUTO PARTS 2087-2091 SPRINGFIELD AVE VAUXHALL, NJ 07088
Contact Person:	ROBERTS SAMUELS
Contact Phone:	908-688-5933
Order Fax:	908-688-5901
Contract#:	85992
Expiration Date:	02/25/17
Terms:	2% 10 NET 30
Delivery:	SPECIFIED ELSEWHERE
Small Business Enterprise:	NO
Minority Business Enterprise:	NO
Women Business Enterprise:	NO
Cooperative Purchasing *:	YES
* WILL VENDOR EXTEND CONTRACT PRICES TO COOPERATIVE PURCHASING PARTICIPANTS?	



New Jersey Division of Revenue

Revenue

NJBGS

On-Line Business Registration Certificate Service

CERTIFICATE NUMBER 0934319 FOR SAMUELS, INC. IS VALID.

Method of Operation

T-2761 - Non-OEM Automotive Parts and Accessories for Light Duty Vehicles

Purpose & Intent

The purpose of this contract is to provide State Agencies and Cooperative Purchasing Partners with a procurement mechanism to purchase Non-OEM automotive parts for light duty vehicles, Class 4 or lower, 15,000 lb. GVWR or less. Parts and other items covered under the following term contracts are specifically excluded and may not be purchased under T-2761:

- T-2085 - Automotive Parts for Heavy Duty Vehicles - Class 5 or Higher, Over 15,000 lb. GVWR http://www.state.nj.us/treasury/purchase/noa/contracts/t2085_09-x-39895.shtml
- T-2188 - Parts and Repairs for Road Maintenance Equipment
http://www.state.nj.us/treasury/purchase/noa/contracts/t2188_14-x-23107.shtml
- T-2760 - OEM Automotive Parts and Accessories for Light Duty Vehicles
http://www.state.nj.us/treasury/purchase/noa/contracts/t2760_11-x-21682.shtml
- M-8000 – Tires, Tubes and Services
http://www.state.nj.us/treasury/purchase/noa/contracts/m8000_13-r-22770.shtml
- T-0097 – Automotive Lubricants: Engine/Gear Oils, Greases, ATF & Hydraulic Oil
http://www.state.nj.us/treasury/purchase/noa/contracts/t0097_12-x-21974.shtml
- T-0963 - Antifreeze and Windshield Washer Fluid
http://www.state.nj.us/treasury/purchase/noa/contracts/t0963_12-x-21532.shtml
- T-0084 - Automotive Glass
http://www.state.nj.us/treasury/purchase/noa/contracts/t0084_11-x-21591.shtml

This contract replaces the previous non-OEM automotive parts contract G-8022, which expired on February 25, 2014.

Awards

The non-OEM brands awarded represents the needs of the lead State agencies, based upon their decades of experience and expertise in Fleet Management.

This contract provides up to three contractors, primary, secondary and tertiary, for 49 brands of automotive parts: 25 which were specified by using agencies in the brand selection process, and 24 which were offered by bidders as additional brands. The awards cover 13 categories of parts for each of nine regions and offer a variety of brands within each category. These are convenience contracts offering the best pricing for each brand in each category. Using agencies must conduct a brand selection process for each purchase transaction to ensure they purchase the brands that best meet their needs, price and other factors considered.

Method of Operation

Brand Selection and Ordering Process

Contract users must purchase from the contractor whose price, contract terms and conditions are most advantageous to their agency, price and other factors considered. To ensure this, contract users must carry out a contract/brand selection process prior to issuing a purchase order. The attached "At a Glance" spreadsheet provides a useful starting point. The Contractor Grid tab shows all award information by region, category and brand; the Contact Info tab, all primary contact information for each contractor.

Agencies shall initiate a contract purchase by preparing clear and unambiguous project requirements, based solely upon their needs. Using the contractor grid, the contract user can easily identify the brands and contractors that may potentially meet their needs for each project. Then:

- Using its project requirements, current catalog/price list (which contractors are required to provide at your request) and the contract discount shown on the grid, the contract user may itself determine the final purchase price for each potential contractor.
- Alternatively, the contract user may request written quotations by sending its project requirements to each (or each primary, but see exception below) such contractor under the category which can potentially meet the agency's need.
- Finally, all awarded contractors are required to provide using agencies with a method of receiving quotations and placing orders on-line if they have such a method available, and most do. DPP is currently compiling and will shortly make available further information regarding on-line ordering.

Contract users must place their light duty vehicle parts orders with the contractor offering the lowest price that best meets its program requirements. Contract users are thus generally expected to follow the contract award order (primary, secondary and tertiary) but there are three important exceptions:

- Where one or more contractors has based their price on a jobber, wholesale or other non-retail price list, the primary, secondary and tertiary awards were based upon a representative market basket, but the agency may find that for their particular needs, the order may differ, i.e. the secondary contractor which priced against a jobber price may be more cost-effective than the primary which priced against manufacturer's suggested retail. Non-retail price lists are identified and highlighted on the At a Glance contractor grid for this reason. In these cases, using agencies are advised to compare prices from both contractors.
- The primary and secondary, or the secondary and tertiary contractors may have submitted the same discount against suggested retail. In this case, the Division used contract experience as a tie breaker to determine award order, but each agency may consider other relevant factors such as delivery time in placing their orders. These cases are also highlighted on the At a Glance grid.
- If the primary contractor cannot meet the contract delivery terms, the using agency may purchase from the secondary contractor. If the secondary also cannot meet delivery terms, the agency may purchase from the tertiary contractor. In each case, the using agency must file Form PB-36 (<http://www.state.nj.us/treasury/purchase/forms.shtml>) with the Division's Contract Compliance and Audit Unit (CCAU) to document contractor's failure to meet contract terms.

For ease, efficiency and expediency in a contract selection process, contract users are advised to adopt a regular electronic communication channel, in addition to keeping the latest catalog/price list ready for each contracted brand. Contract users should compile a group of e-mail addresses of all contractors for their region so that a request for quotation can be "broadcast" e-mailed to all contractors. Contract users and contractors should password-protect their electronic correspondence, to ensure the integrity of the procurement process.

Contract Audits

Contract users must document all phases of their contract selection process for each purchase. All documentation must be preserved for five years from the date of last payment under this contract and presented to auditors upon request. Additionally, at the time of ordering, contract users should ensure that contractors provide the manufacturer's contact name, phone number and e-mail address with their price quotations and/or invoices, for list price verification. Contract users are advised to randomly verify a small percentage of list prices with the manufacturers. Discrepancies should be reported to CCAU using Form PB-36 (<http://www.state.nj.us/treasury/purchase/forms.shtml>).

CCAU may conduct an audit of any contract user's purchase transactions and documentation at any time during or after the contract term. When audited, contract users will be required to produce the above documentation and to demonstrate that their project establishment and quotation processes are free from any bias or inclination against or in favor of any contractor.

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CATEGORY 7 – ELECTRICAL SYSTEM: Includes alternators, batteries, cables, coil packs, flashers, and switches, fuses, generators, ignition cables, lights and bulbs (excluding police and emergency lights), noise suppressors, points, radios, regulators, rotors, spark plugs, starters, terminals and wiring.

CATEGORY 8 – ENGINES: Includes air filters and oil filters

CATEGORY 9 – EXHAUST SYSTEM: Includes catalytic converters, clamps, mufflers and tailpipes

CATEGORY 10 – FUEL SYSTEM: Includes carburetors, flexible and rigid fuel lines, fuel injection parts and fuel pumps.

CATEGORY 11 – REBUILT/REMANUFACTURED PARTS: Includes alternators, starters, engines, transmissions and differentials. (**Note:** No core charges/core deposits/core trade-in allowances shall be applied. All cores must be ready for pickup/return within five (5) business days of delivery of rebuilt/remanufactured parts.)

CATEGORY 12 – TRANSMISSIONS: Includes transmission filters.

CATEGORY 13 – WINDSHIELD WIPER AND WASHER: Includes wiper arms, blades and refills.

Delivery (Excluding Weekends and Holidays)

Regular/Stocked/Frequently Used Parts:

Parts ordered before 9:00 am are to be delivered by 12:00 noon

Parts ordered between 9:00 am and 12:00 noon are to be delivered by 3:00 pm

Parts ordered after 12:00 noon are to be delivered by the next business day 12:00 noon

Non-Regular/Non-Stocked/Infrequently Used/Specialty Parts:

Parts are to be delivered within 24 hours from the time the order is placed.

Regularly stocked/frequently used parts are to be delivered within 24 hours after receipt of order. Non-regularly stocked, infrequently used and specialty parts are to be delivered within two days from the time the order is placed.

Price List/Catalog Pricing

The prices set forth within the manufacturer's preprinted price lists and/or catalogs will govern until the manufacturer issues a revised price list. Any reference to price escalation clauses, FOB shipping point limitation, minimum orders, order threshold charges, service charges and shipping charges contained in the price lists, catalogs, and/or literature, are not part of this contract.

Within each specific category, each contractor must provide all parts offered by the manufacturer of each brand for which they hold a contract.

Excluding any price list revisions, all contract terms, conditions, specifications and pricing, including the contract discount, shall remain in effect for the term of the contract and any extension thereof.

Contractors must provide a copy of the manufacturer's price list in effect to using agencies upon request.

The attached "At a Glance" contractor grid provides critical information for this process in (we hope) a user friendly format. It is strongly recommended that each using agency download and/or print the three-page section of this document that covers their region for use as a guide in the brand selection process. Although the Contract information cannot be edited, contact information can, so that users can make notes or update it with the appropriate contacts for your particular region. In particular, this would be a convenient place to compile email distribution lists for the contractors in your region from which you expect to routinely solicit quotes. To build a custom list, you can copy email addresses or entire lines from the main vendor list and paste them to a custom list below. The addresses may then be cut and pasted from that list to Outlook in blocks.

Regions

For this contract, the State has been divided into nine (9) regions, with separate contractors awarded for each. Contractors are required to service all State agencies and all cooperative purchasing participants (if the contractor agreed to extend to cooperative purchasing members) in each region they serve in accordance with the delivery schedule specified below. These regions are defined as follows.

Region 1:

For State Agencies:

Department of Transportation Routes 15 & 94 Lafayette, NJ	Department of Transportation Routes 206 & I-80 Netcong, NJ	Division of State Police Route 206 Augusta, NJ
---	--	--

For Cooperative Purchasing Members: Morris, Sussex and Warren counties

Region 2:

For State Agencies:

Department of Transportation Routes 17 & I-80 and Gregg St. Lodi, NJ	Central Motor Pool - National Guard Armory Essex Street Lodi, NJ 07644	Division of State Police 250 Minisink Garage Totowa, NJ 07512
--	---	---

For Cooperative Purchasing Members: Bergen and Passaic counties

Region 3:

For State Agencies:

Department of Transportation Routes 1, 9 and 21 Newark, NJ	Central Motor Pool - Northern State Prison Frontage Road
--	--

	Newark, NJ 07114
--	------------------

For Cooperative Purchasing Members: Essex, Hudson and Union counties

Region 4:

For State Agencies:

Department of Transportation Routes 202 & 206 Bedminster, NJ	Division of State Police Route 206 Bedminster, NJ 07921	Department of Transportation 90 Crows Mill Road Keasbey, NJ
Central Motor Pool - Hunterdon Developmental Center Pittstown Road (Rt. 513) Clinton, NJ 08808		

For Cooperative Purchasing Members: Hunterdon, Middlesex and Somerset counties

Region 5:

For State Agencies:

Department of Transportation Rt. 9 & Daniels Way Freehold, NJ	Department of Transportation Route 9 & Honey Locust Drive Lakewood, NJ
---	--

For Cooperative Purchasing Members: Monmouth and Ocean counties

Region 6:

For State Agencies:

Department of Transportation - Fernwood 999 Parkway Ave. Trenton, NJ 08625	Division of State Police Route 29, River Road West Trenton, NJ 08628	Division of State Police 1400 Negron Drive Hamilton, NJ 08691
Central Motor Pool 605 South Broad Street Trenton, NJ 08625-0233	Central Motor Pool 161 Eggerts Crossing Road Lawrenceville, NJ 08648	Central Motor Pool - Trenton Psychiatric Facility Sullivan Way Quonset Hut (Bldg. 50) Trenton, NJ 08625

For Cooperative Purchasing Members: Mercer County

Region 7:

For State Agencies:

Department of Transportation Rt. 70 at NJ Turnpike Cherry Hill, NJ
--

For Cooperative Purchasing Members: Burlington, Camden and Gloucester counties

Region 8:

For State Agencies:

Department of Transportation 1959 South Delsea Drive Vineland, NJ	Division of State Police Highway 77 & Landis Rd. Bridgeton, NJ 08302	Central Motor Pool - Bayside State Prison Route 47 Leesburg, NJ 08327
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For Cooperative Purchasing Members: Cumberland and Salem counties

Region 9:

For State Agencies:

Department of Transportation Routes 50 & 322 Mays Landing, NJ	Division of State Police Highway 54 Buena Vista, NJ 08310	Central Motor Pool 253D North White Horse Pike (Rt. 30) Hammonton, NJ 08037
---	---	--

For Cooperative Purchasing Members: Atlantic and Cape May counties

Product Categories

The following list of parts included within each product category is representative, not exhaustive. Contractors who hold a contract for a particular brand within a category are authorized to (in fact, must) offer all parts of that brand within that category. Note however that they may not hold the contract for that particular brand of parts within a different category

CATEGORY 1 – ACCESSORIES: Includes alarms, horns, gauges and mirrors.

CATEGORY 2 - ADDITIVES, AUTO CARE PRODUCTS AND PAINT: Includes aerosols and cans, cement, degreasers, polishes, radiator flush, sealing compounds and tire repair kits.

CATEGORY 3 – BRAKES, WHEELS, BEARINGS AND SEALS: Includes calipers and cylinders, drums, lines and hoses, pads, rotors, seals, shoes, springs, wheels and wheel bearings.

CATEGORY 4 – CHASSIS, STEERING AND SUSPENSION: Includes ball joints, bushings, grease fittings, idler arms, power steering pumps, shocks, springs, struts and tie rods.

CATEGORY 5 – COOLING SYSTEM: Includes air conditioners, belts/hoses, heaters, radiators, thermostats and water pumps.

CATEGORY 6 – DRIVELINE: Includes axles, differential parts, drive shafts and U-joints

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.080

Agenda No. 10.S

Approved: _____

TITLE: _____

WITHDRAWN



RESOLUTION AUTHORIZING A CONTRACT WITH CIVICLIVE (D/B/A RELIANCE COMMUNICATIONS) FOR WEBSITE DESIGN AND MAINTENANCE SERVICES

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION

WHEREAS, the City of Jersey City ("City") has a need for a complete redesign to its official website; and

WHEREAS, the City has a need to acquire these services pursuant to the competitive contracting provisions of N.J.S.A. 40A:11-4.1 et seq; and

WHEREAS, the Municipal Council approved Resolution 15-524 on July 15, 2015, authorizing the use of competitive contracting for this purpose; and

WHEREAS, a Request for Proposals (RFP) was issued by the Department of Administration on August 3, 2015; and

WHEREAS, on September 17, 2015, the City received 14 proposals in response to its RFP; and

WHEREAS, the evaluation committee appointed by the Business Administrator judged the proposal submitted by CivicLive d/b/a Reliance Communications, located at 718 University Ave, Suite 200, Los Gatos, CA, 95032 as best meeting the City's needs; and

WHEREAS, the committee has prepared and attached an evaluation report as required by N.J.S.A. 40A:11-4.1 et seq; and

WHEREAS, CivicLive has agreed to provide and deliver products and services in the manner specified by the Department of Administration; and

WHEREAS, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable; and

WHEREAS, the award of contract is contingent upon sufficient funds being appropriated in the FY2016 temporary and permanent budgets in the following account:

Department/Division

Acct NO. 16-04-215-55-961-991 \$30,000.00

WITHDRAWN

WHEREAS, the remaining contract funds will be made available in the FY 2016 temporary and permanent budgets;

NOW , THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said proposal of the aforementioned CivicLive be accepted and that a contract be awarded to said company in the above amount, and the City's Purchasing Agent is directed to have such a contract drawn up and executed; and be it further

City Clerk File No. Res. 16-080Agenda No. 10.5

TITLE:

WITHDRAWN**RESOLUTION AUTHORIZING A CONTRACT WITH CIVICLIVE (D/B/A RELIANCE COMMUNICATIONS) FOR WEBSITE DESIGN AND MAINTENANCE SERVICES**

RESOLVED, that upon certification by an official of employee of the City authorized to receive the material pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A 40A:5-1 et. seq.; and be it further

RESOLVED, this contract is awarded pursuant to the competitive contracting provisions of N.J.S.A. 40A:11-4.1 et seq; and be it further

RESOLVED, if funds are not available for the contract in the FY2016 temporary and permanent budgets, the contract will be terminated.

I, Donna Mauer, Chief Financial Officer, certify that funds in the amount of \$30,000.00 are available in Account No. 16-04-215-55-961-991

⑆

PO #: _____

WITHDRAWN

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐Not Required ☐**APPROVED**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>2.10.16</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMANN			
BOGGIANO				COLEMAN				LAVARRO, PRES.			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City, N.J.

WITHDRAWN_____
Rolando R. Lavarro, Jr., President of Council_____
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING A CONTRACT WITH CIVICLIVE (D/B/A RELIANCE COMMUNICATIONS) FOR WEBSITE DESIGN AND MAINTENANCE SERVICES

Project Manager

Department/Division	Administration	Information Technology
Name/Title	John Mercer	Assistant Business Administrator
Phone/email	201-547-4417	jmercerc@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

The City's official website (jerseycitynj.gov) has not undergone a significant redesign or since 2007 and is in need of substantial upgrades in order to better fulfill its mission of informing the public about municipal operations, events, and agencies.

The City issued a Request for Proposals in August 2015 and received an unprecedented 14 responses on September 17, 2015.

Attached is the evaluation committee's report, recommending an award to CivicLive for the redesign and maintenance of the website.

Cost (Identify all sources and amounts)

\$150,000 for redesign and 1st year's support.
\$26,000/year support and maintenance thereafter

Contract term (include all proposed renewals)

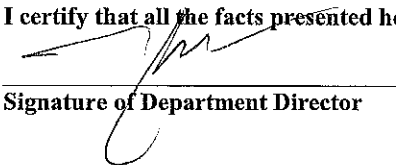
5 years maximum

Type of award

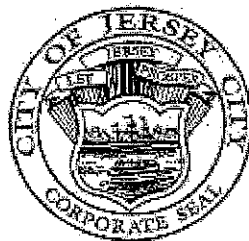
If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director


Date



**City of Jersey City, NJ
Department of Administration
Evaluation of Website Redesign and Maintenance Proposals
February 3, 2016**

Executive Summary

On September 17, 2015, the City received fourteen proposals in response to its RFP for an emergency alert (or more appropriately mass notification) system. The final rankings of the proposals appear below:

Vendor	Amin	Mercer	Platt
AmericanEagle	3	1	4
Azad-Tech	10	11	10
C2 Group	5	6	6
CivicLive	1	2	1
CivicPlus	6	9	3
Delaware	14	10	14
DLS	12	13	13
Flanagan Productions	13	14	12
Jesse James Creative	11	4	11
Lform	7	4	8
Strategis	9	8	7
Virtual Towns and Schools	3	6	5
Vision Internet	1	3	2
Weltz Group	8	11	9

The proposals were evaluated according to criteria established by the Department of Administration.

The proposal submitted by CivicLive was ranked highest by the greatest number of evaluators. The cost of the proposal over 5 years (2 years + 3 possible 1 year renewals) will be \$254,000 (\$150,000 in year 1, \$26,000/yr in years 2-5).

In accordance with the statutes for competitive contracting (N.J.S.A. 40A:11 - 4.1 et seq), it is recommended that a contract be awarded to CivicLive to provide website redesign and maintenance services to the City.

Background

Competitive contracting (N.J.S.A. 40A:11- 4.1 et seq) was employed to solicit proposals that would attract the best qualified solutions. On September 17, 2015 the City received fourteen responses to the original Request for Proposals and the initial evaluation process was started.

The RFP as issued on August 3, 2015 is contained in Appendix A.

Introduction/Scope of Services

The City of Jersey City solicited proposals website redesign and maintenance services for the official City website, jerseycitynj.gov.

The scope of services, as detailed in the RFP consists of the following:

Website design

The successful Vendor will be responsible for producing attractive and informative web pages, featuring logical and intuitive navigation. The initial release of the revised site will consist of approximately 80 pages, utilizing City-provided text and data.

Internal design standards and style sheets

Vendor will be responsible for working with City staff to develop web page standards which will define layout, formatting, and styles for all City-authored web pages. In addition, Vendor will create style sheets (CSS) and templates for use by City personnel in the creation and maintenance of web pages.

Usability testing

Vendor will be responsible for developing a usability testing plan, administering the plan, analyzing the results, and using the results to improve and refine the site design and functionality.

Content management system

Respondents are required to recommend a content management system and fully explain the reasons for its recommendation.

Website maintenance

During the transition to the new design, the City may rely on the selected Vendor to provide website maintenance services, and to create new templates as needed. It is anticipated that this could continue following the finalization and release of the redesigned site.

Open data and database integration

A number of proposed website features may require integration with one or more of the City's existing databases, including but not limited to GIS and property tax records. In addition, the City is pursuing a "digital dashboard" program to publicize the Mayor's mandates to hold government accountable to its citizens. Proposals which demonstrate expertise in working with these types of application will be more favorably reviewed.

Search engine

Respondents are required to recommend a search engine and discuss the merits of their choice.

Mobile Platform

Most users have at least one mobile device (smartphone, tablet, etc). The City requires a mobile version of its website to provide access to essential municipal information and services.

Respondents should provide evidence of successful mobile applications developed and discuss how they would design and implement such an application for Jersey City.

User Support

Respondent should provide details on all facets of user support, including but not limited to:

- CMS upgrades/patches
- Help desk
- Support response time
- Online resources
- User training

Custom Application Development

Prospective Vendors should demonstrate experience in the development and support of custom web applications.

Evaluation Criteria

As indicated above, competitive contracting was used in order to produce an RFP which would provide the City with exactly (or nearly exactly) the services required. In addition, given the expected complexity of the responses, a consistent format including required elements was developed to ensure that an “apples to apples” comparison of proposals could be conducted.

There were twelve broad criteria by which proposals were evaluated. Each criterion bore a certain weight, and the extent to which the criterion is met or exceeded was determined by the committee. The written response was worth 150 points as indicated below, from the RFP.

a. Required Format (15 points)

The committee will determine the extent to which the proposal includes the required sections (Title page, Table of contents, etc). One (1) point will be awarded for each section.

b. Webpage design (10 points)

The committee will evaluate the submitted design:

- Color palette (2 points)
- Layout/Visual Flow (2 points)
- Use of graphics/photos (2 points)
- Typography (2 points)
- Use of Animation (2 points)

- c. **Usability testing (15 points)**
Respondents should demonstrate experience with usability testing and provide a detailed plan of how they will conduct such testing during the design of the City's website.
- d. **CMS Recommendation (15 points)**
Respondents should provide evidence of experience working with and designing with the recommended CMS. Proposals which document experience with performing CMS upgrades and development/maintenance of custom web apps will be viewed more favorably. Respondents should demonstrate experience in design, implementation, and user training. Proposals from certified partners will be evaluated more favorably.
- e. **Application Development/Integration (10 points)**
Respondents should provide evidence of experience with application development and integration.
- f. **Mobile platform (10 points)**
Respondents should provide evidence of experience with mobile platform development.
- g. **Prior experience/References (10 points)**
Respondents are required to provide complete lists of existing and previous clients. Lists should include at a minimum: Municipality (or Company), Services provided, Contact name, Contact title, Contact phone number and/or e-mail address, Initial implementation date, URL of client websites.
- h. **Cost (30 points)**
The winning proposal will not necessarily be that with the lowest cost, but that which provides the greatest value to the city. Proposals which provide detailed breakdowns on the cost components will be viewed more favorably as they will help demonstrate a responsible spending of the taxpayers' money.
- Detailed cost breakdown provided (15 points)
 - Cost appropriate to scope of project (15 points)
- i. **Project Plan and Timeline (10 points)**
It is not the City's desire to engage in an unnecessarily extended process. Consultants should be assured that the City team members will give their respective projects top priority over all other existing efforts.

As a result, proposals featuring aggressive but realistic time frames for completion will be viewed more favorably. The City requires an initial deliverable within 6 months from the start of the project.

j. Personnel assigned (10 points)

Through this project, Jersey City will be reinforcing its reputation as a world class city, and is therefore entitled to expect world class credentials and experience from the Vendors which it employs for high profile efforts. Resumes of Vendor personnel will be scrutinized to ensure this requirement is met. Proposals which provide detailed accounts of team members' applicable experience and their anticipated roles in this project will be viewed more favorably.

k. User Support (10 points)

Respondents should provide details of the levels of support which will be available to users.

l. Commitment to diversity (5 points)

Support of, and utilization of Minority and Women Owned Business Enterprises (MBE/WBE) consistent with the City of Jersey City policies, should be described.

Written response evaluation

For each of the above written response criteria, the committee determined the extent to which the requirements were fulfilled. This was scored from 0 to 2, as follows:

- 0 No requirements met
- 1 Some or most requirements met
- 2 All requirements met or exceeded

Each criterion was weighted by the extent to which the requirements are met and the resultant scores totaled, with 300 being the highest possible score.

Oral Presentation/Demo Guidelines

Based on the results of the written evaluations, up to 5 Vendors (at the discretion of the evaluation committee) with the highest scores were then invited to make an oral presentation/demonstration to the evaluation committee. The oral presentations were worth a total of 10 points:

- Demonstration of CMS (5 points)
- Committee Q&A (5 points)

Oral presentations were evaluated using the same (0, 1, 2) scoring as used for written presentations.

Evaluation Committee

The evaluation committee consisted of 3 employees with experience in Information Technology, Social Media, and Community Engagement, in order to provide a well-rounded assessment of the prospective vendors' abilities. The members of the committee included:

- John Mercer, Assistant Business Administrator
- Brian Platt, Director, Innovation Team
- Shreya Amin, Data Processing Systems Programmer, Innovation Team

Appendix B contains each committee member's Certification of Non-Conflict of Interest, as required by the competitive contracting statutes.

Proposals received

A total of fourteen proposals were received in response to the City's RFP. They are listed alphabetically below with the proposed costs over the 3 year contract period:

Vendor	Yr 1	Yr2	Yr3	Yr4	Yr 5	Total
AmericanEagle	\$130,000	\$4,000	\$4,000	\$4,000	\$4,000	\$142,000
Azad-Tech	\$12,000	None ¹				
C2 Group	\$178,790	\$30,000	\$30,000	\$30,000	\$30,000	\$298,790
CivicLive	\$150,000	\$26,000	\$26,000	\$26,000	\$26,000	\$254,000
CivicPlus	\$103,263	\$13,000	\$13,000	\$13,000	\$13,000	\$155,263
Delaware	\$122,646	\$79,000	\$79,000	\$79,000	\$79,000	\$438,646
DLS	None ²					
Flanagan Productions	\$31,460	\$31,460	\$31,460	\$31,460	\$31,460	\$157,300
Jesse James Creative	\$116,000	None ¹				
Lform	\$75,000	\$6,000	\$6,000	\$6,000	\$6,000	\$99,000
Strategis	\$12,000	None ¹				
Virtual Towns and Schools	\$48,500	\$5,000	\$5,000	\$5,000	\$5,000	\$68,500
Vision Internet	\$85,605	\$10,000	\$10,000	\$10,000	\$10,000	\$125,605
Weltz Group	\$118,297	\$35,000	\$35,000	\$35,000	\$35,000	\$258,297

1 – Did not provide ongoing maintenance costs

2 – Only provided hourly rates

Evaluation Process

The evaluation process consisted of the following steps:

- Initial independent review of proposals
- Committee meeting to discuss preliminary impressions and to address technical questions
- Brief presentation by top three vendors
- Final independent review of proposals and submission of evaluation matrix

Summary of Proposals

There were 14 proposals submitted.

AmericanEagle proposed a first year cost of \$130,000 and year 2-5 pricing of \$4,000/year for a total 5 year cost of \$142,000. AmericanEagle provided hosted sample pages and proposed meeting all of the City's requirements. The CMS recommended was Sitefinity.

Azad-Tech proposed a first year cost of \$12,000 but no year 2-5 pricing. Azad-Tech provided hosted sample pages and proposed meeting all of the City's requirements. Azad-Tech recommended a custom built CMS.

C2 Group proposed a first year cost of \$178,790 and year 2-5 pricing of \$30,000/year for a total 5 year cost of \$298,790. C2 Group did not provide hosted sample pages, but did provide print versions of prior work. C2 Groups proposed meeting all of the City's requirements. The CMS recommended was EpiServer.

CivicLive proposed a first year cost of \$150,000 and year 2-5 pricing of \$26,000/year for a total 5 year cost of \$254,000. CivicLive did not provide hosted sample pages, but did provide print versions of prior work. CivicLive proposed meeting all of the City's requirements. The CMS recommended was SitePublish

CivicPlus proposed a first year cost of \$103,263 and year 2-5 pricing of \$13,000/year for a total 5 year cost of \$155,263. CivicPlus did provide hosted sample pages and proposed meeting all of the City's requirements. The CMS recommended was GCMS.

Delaware proposed a first year cost of \$122,646 and year 2-5 pricing of \$79,000/year for a total 5 year cost of \$438,646. Delaware did provide hosted sample pages and proposed meeting all of the City's requirements. The CMS recommended was Liferay.

DLS did not provide any annual or total pricing, but only hourly rates for specific roles. DLS Delaware did provide hosted sample pages and proposed meeting all of the City's requirements. The CMS recommended was Wordpress.

Flanagan Productions proposed pricing of \$31,460/year for a total 5 year cost of \$157,300. Flanagan did not provide sample hosted pages but did provide print versions of prior work. Flanagan did not propose meeting the City's requirements but instead proposed a "service bureau" approach in which all maintenance would be performed by the firm instead of by City staff. Flanagan did not recommend a CMS.

Jesse James Creative proposed a first year cost of \$116,000 but did not provide pricing for years 2-5. Jesse James Creative did provide hosted sample pages and proposed meeting all of the City's requirements. The CMS recommended was OrgCentral.

Lform proposed a first year cost of \$75,000 and year 2-5 pricing of \$6,000/year for a total 5 year cost of \$99,000. Lform did not provide hosted sample pages but provided print samples, Lform proposed meeting all of the City's requirements. The CMS recommended was Wordpress.

Strategis proposed a first year cost of \$12,000 but did not provide pricing for years 2-5. Strategis did provide hosted sample pages and proposed meeting all of the City's requirements. The CMS recommended was Wordpress.

Virtual Towns and Schools proposed a first year cost of \$48,500 and year 2-5 pricing of \$5,000/year for a total 5 year cost of \$68,500. Virtual Towns and Schools did not provide hosted sample pages but provided print samples, Virtual Towns and Schools proposed meeting all of the City's requirements. The CMS recommended was Post & Go.

Vision Internet proposed a first year cost of \$85,605 and year 2-5 pricing of \$10,000/year for a total 5 year cost of \$125,605. Vision Internet did not provide hosted sample pages but provided print samples, Vision Internet proposed meeting all of the City's requirements. The CMS recommended was visionCMS.

Weltz Group proposed a first year cost of \$118,297 and year 2-5 pricing of \$35,000/year for a total 5 year cost of \$258,297. Weltz Group did provide hosted sample pages and proposed meeting all of the City's requirements. The CMS recommended was Acquia.

Evaluation results

The rankings and total scores (out of 320) received by the proposals appear below:

Vendor	Amin	Mercer	Platt
AmericanEagle	226/3	260/1	261/4
Azad-Tech	188/10	150/11	176/10
C2 Group	226/5	200/6	247/69
CivicLive	266/1	253/2	301/1
CivicPlus	221/6	191/9	263/3
Delaware	30/14	160/10	109/14
DLS	151/12	120/13	144/13
Flanagan Productions	102/13	98/14	165/12
Jesse James Creative	158/11	203/4	168/11
Lform	211/7	203/4	243/8
Strategis	202/9	195/8	246/7
Virtual Towns and Schools	236/3	200/6	249/5
Vision Internet	266/1	220/3	265/2
Weltz Group	205/8	150/11	181/9

CivicLive was ranked first by the majority of reviewers.

The detailed evaluation spreadsheets prepared by each reviewer appear in Appendix C.

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.081

Agenda No. 10.T

Approved: FEB 10 2016

TITLE:

**AMENDING RESOLUTION TO 15.133;
AN AGREEMENT WITH VERIZON WIRELESS**



COUNCIL RESOLUTION:

OFFERED AND MOVED ADOPTION OF THE FOLLOWING

WHEREAS, additional monies are necessary to fund the acquisitions of additional cell phones, tablets and associated wireless service from **VERIZON WIRELESS**; and

WHEREAS, **VERIZON WIRELESS**, the original contractor, has agreed to deliver the required goods and services in accordance with the specifications of the IT Division; and

WHEREAS, the additional amount necessary is \$30,000.00, bringing the total contract amount to \$120,000.00

NOW THEREFORE BE IT RESOLVED by the Municipal Council of the City of Jersey City that :

1. The Mayor and/or Business Administrator be authorized to amend the contract with **VERIZON WIRELESS** increasing the dollar amount by \$30,000.00 to a contract total of \$120,000.00
2. A copy of this resolution shall be printed in a newspaper of general circulation within the City of Jersey City, within ten (10) days of passage of this resolution.

I, Donna Mauer (Donna Mauer), as Chief Financial Officer,
hereby certify that these funds are available for this expenditure in
Account Number: **01-201-31-435-616** for payment of the above Resolution.

Administration Department

Account No. : **01-201-31-435-616**

P.O. # **116101**

Amt. **\$120,000.00**

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: [Signature]

Business Administrator

[Signature]

Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.10.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

[Signature]
Rolando R. Lavarro, Jr., President of Council

[Signature]
Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

AMENDING RESOLUTION TO 15.133; AN AGREEMENT WITH VERIZON WIRELESS

Project Manager

Department/Division	Administration	Information Technology
Name/Title	Allan Guglielmi	IT Director
Phone/email	201-547-4274	aguglielmi@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

Additional monies are necessary for this contract to pay for cell phones, tablets and service required by City staff.

Cost (Identify all sources and amounts)

Operating budget, additional money necessary \$30,000, total contract for 2015 \$120,000

Contract term (include all proposed renewals)

One year

Type of award Operating budget

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

Signature of Purchasing Director

Date



CITY OF JERSEY CITY
394 CENTRAL AVE.
2ND FLOOR
JERSEY CITY NJ 07307
PURCHASE ORDER & VOUCHER

PURCHASE ORDER NUMBER
116101

REQUISITION # 0168991

BUYER STATECONT

CHECK NO. _____
CHECK DATE _____
VOUCHER NO. _____
VENDOR INV.# _____

DATE: 02/02/2015
VENDOR NO: VE570320

VENDOR INFORMATION

VERIZON WIRELESS
2401 MALL DRIVE

NORTH CHARLESTON SC 29406

DELIVER TO
INFORMATION TECHNOLOGY
1 JOURNAL SQUARE PLAZA, 3RD FL

JERSEY CITY NJ 07306

BILL TO
INFORMATION TECHNOLOGY
1 JOURNAL SQUARE PLAZA, 3RD FL
JERSEY CITY NJ 07306

QUANTITY	UNIT	DESCRIPTION	ACCOUNT NUMBER	UNIT PRICE	EXTENDED PRICE
1.00	NA	WIRELESS DEVICES WIRELESS DEVICES AND SERVICE CELL PHONES, TABLETS, BROADBAND CARDS YEARLY: \$96,000.00, MONTHLY: \$8,000.00 INITIAL ENCUMBRANCE \$20,000 2015 TERM: 1/1/15 - 12/31/15 T-216A: WIRELESS DEVICES & SERVICES SC A82583 SC RESO 15.133, APPROVED 2.25.75 PARTIAL PAYMENT VOUCHERS Amendment: \$120K 40680 41682 42773	01-201-31-435-616	20,000.0000	20,000.00 40K 50K 90K \$120K

TAX EXEMPTION NO. 22-6002013

PO Total 20,000.00

CLAIMANT'S CERTIFICATION AND DECLARATION

I do solemnly declare and certify under the penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X

VENDOR SIGN HERE

OFFICIAL POSITION

DATE

Original Copy

OFFICER'S OR EMPLOYEE'S CERTIFICATION

Having knowledge of the facts in the course of regular procedures, I certify that the materials and supplies have been received or the services rendered; said certification is based on delivery slips acknowledged by a principal official or employee or other reasonable procedures.

TITLE OR POSITION

DATE

APPROVED BY THE PURCHASING AGENT

DATE

APPROVED BY ACCOUNTS & CONTROL

DATE

FOR PAYMENT, VENDOR MUST SIGN AT X ON THIS VOUCHER AND RETURN TO THE BILL TO ADDRESS

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 15.133

Agenda No. 10.V

Approved: FEB 25 2015

TITLE:



RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO VERIZON WIRELESS FOR WIRELESS DEVICES AND SERVICES UNDER STATE CONTRACT FOR THE DEPARTMENT OF ADMINISTRATION/INFORMATION TECHNOLOGY DIVISION

COUNCIL OFFERED AND MOVED ADOPTION OF THE FOLLOWING RESOLUTION:

WHEREAS, there exists a need for Wireless Devices and Services for the Department of Administration/Information Technology; and

WHEREAS, N.J.S.A. 40A:11-12 of the Local Public Contracts Law authorizes municipalities to use a State Contract and N.J.A.C. 5:34-7.29 requires City Council authorization for contracts exceeding \$36,000.00; and

WHEREAS, Verizon Wireless, 2401 Mall Drive, North Charleston, South Carolina 29406 being in possession of State Contract A82583, will provide Wireless Devices and Services in the total annual amount of Ninety Six Thousand Dollars (\$96,000.00); and

WHEREAS, funds in the amount of \$20,000.00 are available in the calendar year 2015 temporary budget for this expenditure in accordance with requirements of the Local Budget Law, N.J.S.A. 40A:4-1 et seq., in account No. 01-201-31-435-616; and

WHEREAS, these funds are available for this expenditure in the account shown below

Department of Administration/Information Technology Operating Account

Acct No.	P.O #	State Contract	Total Contract	Encumbrance
01-201-31-435-616	116101	A82583	\$96,000.00	\$20,000.00

WHEREAS, the City Purchasing Agent has certified that he considers said proposal to be fair and reasonable.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. A contract in the amount of \$96,000.00 for Wireless Devices and Services is awarded to Verizon Wireless for the Division of Information Technology.
2. The contract shall be effective as of January 1, 2015 through December 31, 2015.
3. The contract is awarded without public bidding pursuant to N.J.S.A. 40A:11-12.
4. Upon certification by an official or employee of the City authorized to receive the equipment/services pursuant to the contract, that the same has been received and that the requirements of the contract met, then; payment to the contractor shall be made in accordance with the provisions of the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.
5. Pursuant to N.J.A.C. 5:30-5.5(a), the continuation of the contract after the expenditure of funds encumbered in the 2015 fiscal year temporary budget shall be subject to the availability and appropriation of sufficient funds in the 2015 fiscal year permanent budget.
6. The Mayor or Business Administrator is hereby authorized to execute a contract on behalf of the City of Jersey City.

(Continued on page 2)

Continuation of Resolution _____
City Clerk File No. Res. 15-133
Agenda No. 10.V
TITLE: FEB 25 2015

Pg. # 2

**RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO VERIZON WIRELESS
FOR WIRELESS DEVICES AND SERVICES UNDER STATE CONTRACT FOR THE
DEPARTMENT OF ADMINISTRATION/INFORMATION TECHNOLOGY DIVISION**

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that the said proposal of the aforementioned Verizon Wireless, be accepted and that a contract be awarded to said company in the above amount, and the Director of Purchasing is directed to have such a contract drawn up and executed,

I, Donna Mauer, Donna Mauer, Chief Financial Officer, certify that there are sufficient funds available for payment of this above resolution.

Department of Administration/Information Technology Operating Account

Acct No.	P.O #	State Contract	Total Contract	Encumbrance
01-201-31-435-616	116101	A82583	\$96,000.00	\$20,000.00

Approved by: P. Polgado
Peter Polgado, Director of Purchasing,
RPFO, QPA

February 9, 2015
Date

PE/pv
2/9/15

APPROVED: _____
APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM

Corporation Counsel

Certification Required ☒

Not Required ☐

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.25.15											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr.
Rolando R. Lavarro, Jr., President of Council

Robert Byrne
Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.082

Agenda No. 10.U

Approved: FEB 10 2016

TITLE:



RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT TO THE FIRM OF BRACH EICHLER LLC TO REPRESENT POLICE OFFICERS THOMAS JOHNSTON AND CLYDE BANKS IN THE MATTER OF FRANCIS DEFAZIO AND SHAZIA DEFAZIO V. CITY OF JERSEY CITY, ET AL.

COUNCIL

of the following resolution:

offered and moved adoption

WHEREAS, Police Officers Thomas Johnston and Clyde Banks have been named in a complaint filed in the Superior Court of Law under Docket No. HUD-L-4633-13 by Francis DeFazio and Shazia DeFazio alleging violation of their civil rights as well as a hostile work environment; and

WHEREAS, the Municipal Council adopted Resolution No. 14-213 authorizing an Agreement with the firm of Brach Eichler LLC; and

WHEREAS, the firm of Brach Eichler LLC is qualified to perform these services and will provide these services at the rate of **\$125 per hour**, including expenses, for a total amount not to exceed **\$50,000**; and

WHEREAS, N.J.S.A. 19:44A-20.4 et seq. (the Pay-to-Play Law) took effect on January 1, 2006; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provision of N.J.S.A. 109:44A-20.5 (Pay-to-Play Law); and

WHEREAS, the law firm of Brach Eichler LLC has completed and submitted a Business Entity Disclosure Certification which certifies that he has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit Brach Eichler LLC from making any reportable contributions during the term of the contract; and

WHEREAS, Brach Eichler LLC has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, in addition Brach Eichler has signed the Pay-to-Play Certification required by the adoption Ordinance 08-128; and

WHEREAS, funds are available for the cost of these services in Account No.: **15-15-298-56-000-856**; and

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. The contract with Brach Eichler LLC is hereby amended to increase the Contract by an additional **\$50,000** for a total amount of **\$200,000.00**.
2. This contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.

City Clerk File No. Res. 16.082Agenda No. 10.0 FEB 10 2016

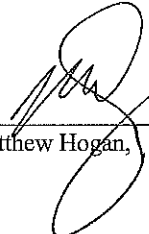
TITLE:

RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT TO THE FIRM OF BRACH EICHLER LLC REPRESENT POLICE OFFICERS THOMAS JOHNSTON AND CLYDE BANKS IN THE MATTER OF FRANCIS DEFAZIO AND SHAZIA DEFAZIO V. CITY OF JERSEY CITY, ET AL.

3. The Mayor or Business Administrator is hereby authorized to execute an agreement in substantially the form attached subject to such modification as the Corporation Counsel deems appropriate or necessary.

4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.

I hereby certify that funds are available in Account No. **15-15-298-56-000-856**.


Matthew Hogan,
RISK MGR.

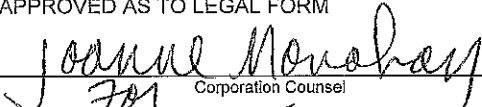
MLM/dc
1/27/16

APPROVED: _____

APPROVED: _____

Business Administrator

APPROVED AS TO LEGAL FORM


Joanne Monahan
701 Corporation Counsel

Certification Required ☒Not Required ☐

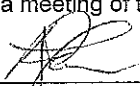
APPROVED 9-0


RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.10.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AMENDING A PROFESSIONAL SERVICES AGREEMENT WITH BRACH EICHLER LLC TO REPRESENT POLICE OFFICERS THOMAS JOHNSTON AND CLYDE BANKS IN THE MATTER OF FRANCIS DEFAZIO AND SHAZIA DEFAZIO V. CITY OF JERSEY CITY, ET AL.

Project Manager

Department/Division	Law	Law
Name/Title	Jeremy Farrell	Corporation Counsel
Phone/email	201-547-4667	JFarrell@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

A complaint was filed by Francis DeFazio against the City of Jersey City, Jersey City Police Department, former Police Chief Thomas Comey, Police Officer Thomas Cowan, Police Officer Thomas Johnson, Police Officer Clyde Banks and Police Officer Hugh Donohue in the Superior Court of New Jersey alleging hostile work environment, violation of his first amendment rights and emotional distress. It is necessary to hire outside counsel to represent Police Officers Thomas Johnson and Clyde Banks. An additional \$50,000 is required for the pending trial and to bring this matter to conclusion.

Cost (Identify all sources and amounts)

Contract term (include all proposed renewals)

Insurance Fund Commission. 16-14-298-56-000-856- No additional funds.

One Year

Type of award

Fair/Open

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.083

Agenda No. 10.V

Approved: FEB 10 2016

TITLE:



RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND DEARBORN NATIONAL LIFE INSURANCE COMPANY TO PROVIDE LIFE INSURANCE FOR MANAGEMENT EMPLOYEES AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE

COUNCIL
RESOLUTION:

OFFERED AND MOVED ADOPTION OF THE FOLLOWING

WHEREAS, the City of Jersey City must provide Life Insurance pursuant to City Ordinance C-104 to all management employees; and

WHEREAS, the contract with Dearborn National Life Insurance Company expired December 31, 2015 and it is necessary to continue to provide life insurance for management employees; and

WHEREAS, the City of Jersey City made two (2) attempts in formal soliciting and received no responses; and

WHEREAS, Dearborn National is a life insurance provider; and

WHEREAS, the City of Jersey City desires to enter into an agreement, with Dearborn National Life Insurance Company for a period of one year commencing January 1, 2016 and expiring December 31, 2016; and

WHEREAS, the City of Jersey City may enter into a contract for life insurance pursuant to N.J.S.A. 40A:11-5(1)(m) as an Extraordinary Unspecifiable Service ("EUS"); and

WHEREAS, Robert Kakoleski, the City Business Administrator, has certified that this meets the statutes and regulations governing the award of said contract; and

WHEREAS, the total amount of the one (1) year contract is ONE HUNDRED THIRTY TWO THOUSAND (\$132,000.00) DOLLARS; and

WHEREAS, during the term of this contract the City Purchasing Agent is authorized to issue change orders, not to exceed twenty (20%) to cover cost increases resulting from the hiring of new City management employees, or from increased salaries of existing City management employees; and

WHEREAS, the award of a contract for insurance is not subject to the State Pay to Play Law, N.J.S.A. 19:44A-20.4 et. seq., and

WHEREAS, Dearborn National Life Insurance Company has submitted its Certification of Compliance with the City's Contractor Pay-To-Play Reform Ordinance 08-128 adopted September 3, 2008; and

WHEREAS, funds in the amount of THIRTY THREE THOUSAND (\$33,000.00) DOLLARS are available in the 2016 calendar year temporary budget in account number 01-201-23-220-809; and

WHEREAS, the continuation of this agreement is contingent upon the availability and appropriation of sufficient funds in the 2016 calendar year permanent budget.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. Subject to such modification as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the attached agreement with Dearborn National Life Insurance Company to provide life insurance for management employees for a term of 12 months beginning January 1, 2016 and expiring on December 31, 2016.

TITLE:

**RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE
CITY OF JERSEY CITY AND DEARBORN NATIONAL LIFE
INSURANCE COMPANY TO PROVIDE LIFE INSURANCE FOR
MANAGEMENT EMPLOYEES AS AN EXTRAORDINARY
UNSPECIFIABLE SERVICE**

2. The contract is authorized as an EUS pursuant to N.J.S.A 40A:11-5(1)(m) and pursuant to the EUS certification attached hereto.
3. The total contract amount for one year is ONE HUNDRED THIRTY TWO THOUSAND (\$132,000.00) DOLLARS.
4. The contract shall contain a clause making the continuation of the contract after the expenditure of funds encumbered in the 2016 calendar year temporary budget subject to the appropriation of sufficient funds in 2016 fiscal year permanent budget.
5. Upon certification by an official or employee of the City authorized to attest that Dearborn National Life Insurance Company has provided services in accordance with the contract, then; payments to the contractor shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.
6. A copy of this resolution shall be published in a newspaper of general circulation in the City of Jersey City as required by law within ten (10) days of the adoption of this resolution.
7. This award of this contract shall be subject to the condition that Dearborn National Life Insurance Company provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.
8. The Certification of Compliance with the City's Contractor Pay-To-Play Reform Ordinance, attached hereto and incorporated herein by reference, shall be placed on file with this resolution.

I, Donna Mauer, Chief Financial Officer hereby certify that these funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq.

PO#119950


Donna Mauer
Chief Financial Officer

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator


Joanne Monahan
Corporation Counsel

Certification Required ☒Not Required ☐

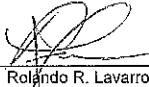
APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.10.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

EXTRAORDINARY UNSPECIFIABLE SERVICE CERTIFICATION

DATE: February 10, 2016
TO: Municipal Council
FROM: Robert Kakoleski, Business Administrator
RE: Contract to provide life insurance for Management Employees

This is to request your approval of a resolution authorizing a contract to be executed as follows:

Firm: Dearborn Life Insurance Company
Cost: \$132,000.00
Period: January 1, 2016 TO December 31, 2016
Purpose: To provide a life insurance policy for Management employees of the City of Jersey City

This is to request an award of a contract without the receipt of formal bids as an Extraordinary, Unspecifiable Service [N.J.S.A. 40A:11-5(1)(a)(ii) and N.J.A.C. 5:34-2.3(b)]. I do hereby certify to the following:

1. Provide a clear description of the nature of the work to be done.

Dearborn will provide a life insurance policy for all management employees.

2. Describe in detail why the contract meets the provisions of the statute and rules:

The contract is for providing life insurance coverage for City management employees. N.J.S.A. 40A:11-5(m) states that contracts for insurance may be awarded in accordance with the regulations applicable to extraordinary, unspecifiable service contracts.

3. The service is of such a specialized and qualitative nature that the performance of the service cannot be reasonably described by written specifications because:

The services provided change on a daily basis with deletions and additions of employees.

4. Describe the informal solicitation of quotations:

The City twice placed a Request for Proposals (RFP) on Bidsync during the months of October and November with no qualified responses.

5. I have reviewed the rules of the Division of Local Department Services as contained in N.J.A.C. 5:34-2.1 et. seq. and certify that the proposed contract may be considered as an extraordinary, unspecifiable service in accordance with the requirements thereof.

Respectfully submitted,



Robert Kakoleski
Business Administrator

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND DEARBORN NATIONAL LIFE INSURANCE COMPANY TO PROVIDE LIFE INSURANCE FOR MANAGEMENT EMPLOYEES AS AN EXTRAORDINARY UNSPECIFIABLE SERVICES

Project Manager

Department/Division	HUMAN RESOURCES	HEALTH BENEFITS
Name/Title	MICHALINE YURCIK	SUPERVISING ADMINSTRATIVE ANALYST
Phone/email	547-5515	Myurcik@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

To provide life insurance for management employees. The City desires to renew the contract for an additional year based on the original resolution 12-786 at the same premium rate.

<u>COMPANY</u>	<u>LIFE RATE</u>	<u>AD&D RATE</u>	<u>APPROXIMATE YEARLY PREMIUM</u>
Dearborn	\$.194	\$.02	\$132,000.00
National Life			

Cost (Identify all sources and amounts)

Account: 01-201-23-220-809
\$132,000.00 – one year

Contract term (include all proposed renewals)

One year (January 1, 2016 – December 31, 2016)

Type of award

EUS

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

1/20/16
Date

CITY OF JERSEY CITY

Requisition #**0173004****Assigned PO #**

Requisition

Vendor
DEARBORN NAT'L LIFE INSURANCE
1020 31ST STREET
DOWNERS GROVE IL 60515

Dept. Bill To
HEALTH BENEFITS
CITY HALL
280 GROVE ST. ROOM 107
JERSEY CITY NJ 07302

Dept. Ship To

DE137200

Contact Info
Michaline Yurcik
0000000547

Quantity	UOM	Description	Account	Unit Price	Total
1.00	1	MGT LIFE INSURANCE	0120123220809	33,000.00	33,000.00
		LIFE INSURANCE FOR ELIGIBLE MANAGEMENT EMPLOYEES CONTRACT PERIOD OF ONE YEAR FROM JANUARY 1, 2016 THRU DECEMBER 31 2016			
		TOTAL CONTRACT AMOUNT: \$132,000.00 AMOUNT TO BE ENCUMBERED: \$33,000.00			

Requisition Total 33,000.00

Req. Date: 01/12/2016

Requested By: MICHALNE

Buyer Id:

Approved By: _____

This Is Not A Purchase Order



January 8, 2016

CITY OF JERSEY CITY
ATTN: MICHALINE YURCIK
280 GROVE STREET
JERSEY CITY NJ 07302

Subject: Renewal Analysis REVISED
Group Policy Number: F018631
Anniversary Date: January 1, 2016

Dear Policyholder:

Dearborn National would like to thank you for allowing us the opportunity to provide you and your employees with Group insurance products.

We have reviewed the current demographics of your group insurance programs. As a result, it will be necessary to change the rates of your benefit program which will be effective on the anniversary date. Rates will be guaranteed until December 31, 2016.

<u>Products</u>	<u>Current Rates</u>	<u>Renewal Rates</u>
Life	\$0.162 per \$1,000	\$0.194 per \$1,000
AD&D	\$0.02 per \$1,000	\$0.02 per \$1,000

If you have any questions pertaining to your renewal, or would like more information including the availability of other products as well as a quote for additional benefit programs, please contact your local Dearborn National sales office or insurance broker.

We value our relationship with you and look forward to providing quality service to you in the future.

Sincerely,

Underwriting Department
In Force Team

Cc ACRISURE LLC
 PO BOX 1788
 GRAND RAPIDS MI 49501

701 East 22nd Street, Lombard, IL 60148 ▲ Fax: 312.540.4706

Products and services marketed under the Dearborn National® brand and the star logo are underwritten and/or provided by Dearborn National® Life Insurance Company (Downers Grove, IL) in all states (excluding New York), the District of Columbia, the United States Virgin Islands, the British Virgin Islands, Guam and Puerto Rico.

(REVISED 4/13)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Matthew Sullivan, Sr. Director Human Resources

Representative's Signature: M-S

Name of Company: Deerborn National Life Insurance Company

Tel. No.: 609-458-2254 Date: 1/17/16

APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the City of Jersey City, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 8121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Matthew Sullivan, Sr Director Human Resources
Representative's Signature: M.S.
Name of Company: Deborah National Life Insurance Company
Tel. No.: 630-458-2254 Date: 11/17/16

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name : DEARBORN NATIONAL LIFE INSURANCE CO.
Address : 701 E. 22ND STREET, LOMBARD, IL 60146
Telephone No. : (630) 458-2254
Contact Name : MATTHEW SULLIVAN (SR. DIRECTOR, HUMAN RESOURCES)

Please check applicable category :

☐ Minority Owned Business (MBE) ☐ Minority & Woman Owned Business (MWBE)
☐ Woman Owned business (WBE) ☒ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

OFFICE OF EQUAL OPPORTUNITY COPY

**Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders**

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: DEARBORN NATIONAL LIFE INSURANCE Co

Address: 701 E 22ND STREET, LOMBARD, IL 60146

Telephone No.: (630) 458-2254

Contact Name: MATTHEW SULLIVAN (Asst. Director, Human Resources)

Please check applicable category:

☐ Minority Owned Business (MBE)

☐ Minority & Woman Owned
Business (MWBE)

☐ Woman Owned business (WBE)

☒ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

STATE OF NEW JERSEY

Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: <http://www.mercer.com/eo/eo1/eo1instructions.pdf>

SECTION A - COMPANY IDENTIFICATION

1 FID NO OR SOCIAL SECURITY 36-2598882		2 TYPE OF BUSINESS <input type="checkbox"/> 1 MFG <input checked="" type="checkbox"/> 2 SERVICE <input type="checkbox"/> 3 WHOLESALE <input type="checkbox"/> 4 RETAIL <input type="checkbox"/> 5 OTHER		3 TOTAL NO EMPLOYEES IN THE ENTIRE COMPANY 960	
4 COMPANY NAME Dearborn National Life Insurance Company					
5 STREET 701 E. 22nd Street		CITY Lombard	COUNTY Cook	STATE IL	ZIP CODE 60148
6 NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) HCSC		CITY Chicago	STATE IL	ZIP CODE 60601	
7 CHECK ONE: IS THE COMPANY <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input checked="" type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER					
8 IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ 0					
9 TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT 960					
10 PUBLIC AGENCY AWARDED CONTRACT					
City of Jersey City		CITY Jersey City	COUNTY Hudson	STATE NJ	ZIP CODE 07302
Official Use Only		DATE RECEIVED	INAUG DATE	ASSIGNED CERTIFICATION NUMBER	

SECTION B - EMPLOYMENT DATA

11 Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. DO NOT SUBMIT AN EEO-1 REPORT.

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN									
	COL 1 TOTAL (Cols 2 & 3)	COL 2 MALE	COL 3 FEMALE	***** MALE *****					***** FEMALE *****				
				BLACK	HISPANIC	AMER INDIAN	ASIAN	NON MIN	BLACK	HISPANIC	AMER INDIAN	ASIAN	NON MIN
Officials/Managers	152	64	88	2	3	0	2	57	13	6	0	3	66
Professionals	287	100	187	6	8	0	12	74	29	18	0	14	126
Technicians	0	0	0	0	0	0	0	0	0	0	0	0	0
Sales Workers	44	23	21	1	1	0	0	21	0	2	0	1	18
Office & Clerical	477	62	415	17	7	0	8	30	117	48	0	10	240
Craftworkers (Skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0
Operatives (Semi-skilled)	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers (Unskilled)	0	0	0	0	0	0	0	0	0	0	0	0	0
Service Workers	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	960	249	711	26	19	0	22	182	159	74	0	28	450
Total employment from previous Report (if any)													
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												

12 HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input checked="" type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)		14 IS THIS THE FIRST Employee Information Report Submitted? 1 YES <input type="checkbox"/> 2 NO <input checked="" type="checkbox"/>	15 IF NO, DATE LAST REPORT SUBMITTED MO DAY YEAR 11 1 2012
13 DATES OF PAYROLL PERIOD USED From To			

SECTION C - SIGNATURE AND IDENTIFICATION

16 NAME OF PERSON COMPLETING FORM (Print or Type) Matthew Sullivan		SIGNATURE <i>M-Sullivan</i>	TITLE Sr. Director, HR	DATE MO DAY YEAR 01 17 2016
17 ADDRESS NO & STREET 701 E. 22nd Street	CITY Lombard	COUNTY Cook	STATE IL	ZIP CODE PHONE (AREA CODE, NO., EXTENSION) 60148 530 - 458 - 2254

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Dearborn National Life Ins. Co. (name of business entity) has not made any reportable contributions in the **one-year period preceding Feb 10, 2016 (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Dearborn National Life Insurance Co. (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

Name of Business Entity: Dearborn National Life Insurance Company

Signed Gregory S. Benesh Title: President and CEO

Print Name Gregory S. Benesh Date: January 18, 2016

Subscribed and sworn before me

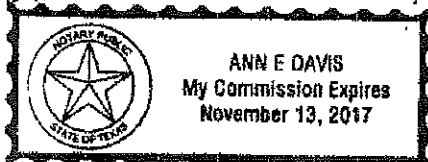
this 19th day of January, 2016

My Commission expires 11-13-17

(Affiant)

(Print name & title of affiant) (Corporate Seal)

Ann E. Davis



****Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**

NON-COLLUSION AFFIDAVIT

PROJECT TITLE:

STATE OF Illinois)
 : ss.
COUNTY OF Du Page)

I, Gregory S. Benesh of the City of Downers Grove, in the
County of Du Page, and the State of Illinois, of full
age, having been duly sworn to law, upon my oath depose and say that:

I am President and CEO of Dearborn National Life Insurance Co., the Bidder
(Title) (Name of Organization)
making the Proposal for the above named Project and that I executed the said Proposal
with full authority to do so; that said Bidder has not, directly or indirectly, entered into any
agreement, participated in any collusion, or otherwise taken action in restraint of free,
competitive bidding in connection with the above named Project; and that all statements
contained in said Proposal and in this affidavit are true and correct, and made with full
knowledge that the City of Jersey City relies upon the truth of the statements contained in
said Proposal and in the statements contained in this affidavit in awarding the Contract for
the said Project.

I further warrant that no person or selling agency has been employed or retained to solicit
or secure such Contract upon an agreement or understanding for a commission,
percentage, brokerage or contingent fee, except bona fide employees or bona fide
established commercial or selling agencies maintained by

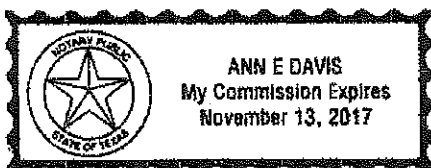
Dearborn National Life Insurance Co.
(Name of Contractor)

Gregory S. Benesh
(Signature)

Sworn and subscribed to
City of Jersey City before me
this 19th day of January, 2015.

Ann E. Davis
SIGNATURE OF NOTARY PUBLIC
(Stamp and Seal)

My Commission expires 11-13-17.



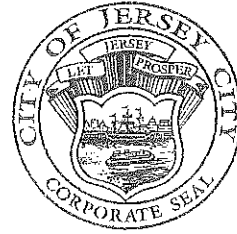
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.084

Agenda No. 10.W

Approved: FEB 10 2016

TITLE:



RESOLUTION AWARDING A CONTRACT TO HIIG ELITE UNDERWRITING SERVICES TO PROVIDE STOP GAP INSURANCE FOR EMPLOYEES AND RETIREES AS AN EXTRAORDINARY UNSPECIFIABLE SERVICE

COUNCIL
RESOLUTION:

OFFERED AND MOVED ADOPTION OF THE FOLLOWING

WHEREAS, the City of Jersey City must provide Stop Gap Insurance for all employees and retirees; and

WHEREAS, HIIG Elite Underwriting Services is a provider of Stop Gap insurance; and

WHEREAS, stop gap insurance is a policy that protects the City from catastrophic medical claims that exceed \$225,000 per individual; and

WHEREAS, the City of Jersey City desires to enter into an agreement, with HIIG Elite Underwriting Services for a period of one (1) year effective January 1, 2016 and ending December 31, 2016; and

WHEREAS, the City of Jersey City may enter into a contract for stop gap insurance pursuant to N.J.S.A. 40A:11-5(1)(m) as an Extraordinary Unspecifiable Service ("EUS"); and

WHEREAS, Robert Kakoleski, the City Business Administrator, has certified that these services qualify as an extraordinary, unspecifiable service under the Local Public Contracts Law, N.J.S.A. 40A:11-5(1)(a)(ii); and

WHEREAS, contracts with insurance companies are not subject to the Pay-to-Play Law, N.J.S.A. 19:44A-20.4 et seq.; and

WHEREAS, HIIG Elite Underwriting Services has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance adopted on September 3, 2008; and

WHEREAS, the total amount of the one (1) year contract is TWO MILLION SIX HUNDRED THOUSAND (\$2,600,000.00) DOLLARS; and

WHEREAS, during the term of this contract the City Purchasing Agent is authorized to issue change orders, not to exceed twenty (20%) percent to cover cost increases resulting from the hiring of new employees; and

WHEREAS, funds in the amount of SIX HUNDRED THOUSAND (\$600,000.00) DOLLARS are available in the 2016 calendar year temporary budget in account number 01-201-23-220-802; and

WHEREAS, the continuation of this agreement is contingent upon the availability and appropriation of sufficient funds in the 2016 calendar year permanent budget.

NOW, THEREFORE, BE IT RESOLVED, by the Municipal Council of the City of Jersey City that:

1. Subject to such modification as may be deemed necessary or appropriate by Corporation Counsel, the Mayor or Business Administrator is authorized to execute the contract attached hereto with HIIG Elite Underwriting Services to provide stop gap insurance for active employees and retirees for a term of one year (1) effective January 1, 2016 and expiring on December 31, 2016.

TITLE:

**RESOLUTION AWARDING A CONTRACT TO HIIG ELITE
UNDERWRITING SERVICES TO PROVIDE STOP GAP
INSURANCE FOR EMPLOYEES AND RETIREES AS AN
EXTRAORDINARY UNSPECIFIABLE SERVICE**

2. The total cost to the city for the one (1) year contract is Two Million Six Hundred Thousand (\$2,600,000.00) Dollars.
3. Pursuant to N.J.S.A. 40A:11-5(1)(m), this contract is awarded as an Extraordinary Unspecifiable Service (EUS) contract because of the reasons stated in the certification attached hereto.
4. The contract shall contain a clause making the continuation of the contract after the expenditure of funds encumbered in the 2016 calendar year temporary budget subject to the appropriation of sufficient funds in the 2016 fiscal year permanent budget.
5. Upon certification by an official or employee of the city authorized to attest that HIIG Elite Underwriting Services has provided services in accordance with the contract, then; payments to the contractor shall be made in accordance with the Local Fiscal Affairs Law, N.J.S.A. 40A:5-1 et seq.
6. A copy of this resolution shall be published in a newspaper of general circulation in the City of Jersey City as required by law within ten (10) days of the adoption of this resolution.
7. The award of this contract shall be subject to a condition that HIIG Elite Underwriting Services provides satisfactory evidence of compliance with the applicable Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A 10:5-31 et seq.
8. The Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance shall be placed on file with the resolution.

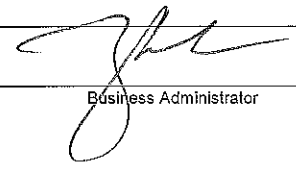
I, Donna Mauer, Chief Financial Officer hereby certify that these funds are available for this expenditure in accordance with the Local Budget Law, N.J.S.A. 40A:4-1 et seq.

PO# 119869


Donna Mauer
Chief Financial Officer

APPROVED: _____

APPROVED: _____


Business Administrator

APPROVED AS TO LEGAL FORM


Joanne Monahan
Corporation Counsel


Certification Required ☒Not Required ☐APPROVED 9-0

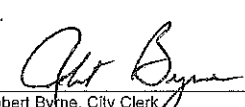
RECORD OF COUNCIL VOTE ON FINAL PASSAGE <u>2.10.16</u>											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMAN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF JERSEY CITY AND HIIG ELITE UNDERWRITING SERVICES TO PROVIDE STOP GAP INSURANCE FOR EMPLOYEES AND RETIREES AS AN EXTRAORDINARY UNSPECIFIABLE SERVICES

Project Manager

Department/Division	HUMAN RESOURCES	HEALTH BENEFITS
Name/Title	MICHALINE YURCIK	SUPERVISING ADMINSTRATIVE ANALYST
Phone/email	547-5515	Myurcik@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

To provide stop gap insurance for employees and retirees.

The City solicited quotes and received three (3) from the following Insurance Companies.

<u>COMPANY</u>	<u>MONTHLY PREMIUM</u>
HIIG Elite Underwriting	\$225,450.00
HM Life*	\$204,620.00
SunLife	\$243,904.00

*HM Life included a laser which is an attachment for plan members, based on prior claims experience who may incur high claim costs in the future. It could expose the City to an additional \$275,000 annually.

Cost (Identify all sources and amounts)

Account: 01-201-23-220-802
\$2,600,000.00 – one year

Contract term (include all proposed renewals)

One year (January 1, 2016 – December 31, 2016)

Type of award

EUS

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.


Signature of Department Director

2/1/16
Date

CERTIFICATION OF ROBERT KALOLESKI IN SUPPORT OF AWARDING A CONTRACT
TO HIIG ELITE UNDERWRITING SERVICES FOR STOP GAP INSURANCE AS AN
EXTRAORDINARY UNSPECIFIABLE SERVICE

DATE: January 27, 2016

TO: Municipal Council

FROM: Robert Kakoleski, Business Administrator

RE: Contract to provide stop gap insurance for
Active Employees and Retirees

This is to request your approval of a resolution authorizing a
contract to be executed as follows:

Firm: HIIG Elite Underwriting Services
Cost: \$2,600,000.00
Period: January 1, 2016 thru December 31, 2016
Purpose: To provide a stop gap insurance policy for
active employees and retirees of the City
of Jersey City

This is to request an award of a contract without receipt of formal
bids as an Extraordinary, Unspecifiable Service (N.J.S.A. 40A:11-
5(1)(a)(ii) and N.J.A.C. 5:34-2.3(b)). I do hereby certify to the
following:

1. Provide a clear description of the nature of the work to
be done.

HIIG Elite Underwriting Services will provide a stop gap
insurance policy for all active employees and retirees in the
event that medical bills for an individual surpass \$225,000.00
in a given plan year. This is an umbrella policy that
protects the City from catastrophic claims.

2. Describe in detail why the contract meets the provisions
of the statute and rules:

The contract is to provide stop gap insurance coverage for
City employees, retirees and their eligible dependents.
N.J.S.A. 40A:11-5(m) states that contracts for insurance may
be awarded in accordance with the regulations applicable to
extraordinary, unspecifiable service contracts.

3. The service is of such a specialized and qualitative
nature that the performance of the service cannot be
reasonably described by written specifications because:

It is insurance that is coupled with the Horizon health
insurance and a necessity with a group the size of the City of
Jersey City for claims protection in the event of any
catastrophic incidents.

4. Describe the informal solicitation of quotations:

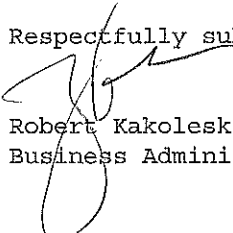
The following solicitations were obtained by City and reviewed by Acrisure, LLC. Each provider gave a monthly premium.

HIIG Elite	HM Life*	Sunlife
\$225,450.00	\$204,620.00	\$243,904.00

*HM Life included a high claimant laser for a Specific deductible of \$500,000. Lasering is a stop-loss industry practice of setting higher coverage attachments points for certain plan members based on prior claims experience or the likelihood that they will become high costs claimants in the future. By opting to add a laser for one particular high claimant, the City's exposure would have been much greater therefore the cost of this product would have ultimately been more than HIIG Elite. This could have added \$275,000 to the annual cost.

5. I have reviewed the rules of the Division of Local Government Services as contained in N.J.A.C. 5:34-2.1 et. seq. And certify that the proposed contract may be considered as an extraordinary, unspecifiable service in accordance with the requirements thereof.

Respectfully submitted,



Robert Kakoleski
Business Administrator

Requisition #**0173173****CITY OF JERSEY CITY**394 CENTRAL AVE.
2ND FLOOR
JERSEY CITY NJ 07307**Requisition****Assigned PO #****Vendor**
HIIG ELITE UNDERWRITING SRVCS
40 GENERAL WARREN BLVD
MALVERN PA 19355

EL184815

Dept. Bill To
HEALTH BENEFITS
CITY HALL
280 GROVE ST. ROOM 107
JERSEY CITY NJ 07302**Dept. Ship To**
HEALTH BENEFITS
CITY HALL
280 GROVE ST. ROOM 107
JERSEY CITY NJ 07302**Contact Info**
Michaline Yurcik
0000000547

Quantity	UOM	Description	Account	Unit Price	Total
1.00	1	STOP GAP INSURANCE	01-201-23-220-802	600,000.00	600,000.00
		STOP LOSS NSURANCE FOR CATASTROPHIC CLAIMS			
		CY 2016: 1/1/16 - 12/31/16			
		TOTAL CONTRACT AMOUNT: \$2,600,000.00			
		AMOUNT TO BE ENCUMBERED: \$600,000.00			
		PARTIAL PAYMENT VOUCHERS			

Requisition Total 600,000.00

Req. Date: 01/20/2016

Requested By: MICHALNE

Buyer Id:

Approved By: _____

This Is Not A Purchase Order


**CITY OF JERSEY CITY
ADDENDUM ACKNOWLEDGMENT FORM
REQUEST FOR PROPOSAL**

The undersigned acknowledges receipt of the following addenda to the Request For Proposal:

**THE COMPLETED ACKNOWLEDGMENT OF ADDENDA FORM
SHOULD BE RETURNED WITH PROPOSAL PACKAGE: NOT TO BE
SENT SEPARATELY**

NOTE: Failure to acknowledge receipt of all addenda will cause the proposal to be considered non-responsive, and the proposal will be rejected. Acknowledgement of receipt of each addendum must be clearly established and included with the proposal pursuant to N.J.S.A. 40A:11-23.2 (e).

Addendum No. 1 Dated OCTOBER 20th 2015
Addendum No. 2 Dated NOVEMBER 4th 2015
Addendum No. _____ Dated _____

Name of Company: HIIG / Elite UNDERwriting
Street Address: 40 GENERAL WARREN BLVD, Suite 200
City, State, Zip MAIVERN, PA 19355
Authorized Signature: 
Date: 11/10/2015

NON-COLLUSION AFFIDAVIT

PROJECT TITLE:

STATE OF Pennsylvania)
COUNTY OF Chester : ss.

I, Joseph C. Sweeney of the City of Malvern, in the
County of Chester and the State of Pennsylvania, of full
age, having been duly sworn to law, upon my oath depose and say that:

I am EVP - COO of Hillb Elite Underwriting, the Bidder
(Title) (Name of Organization)

making the Proposal for the above named Project and that I executed the said Proposal
with full authority to do so; that said Bidder has not, directly or indirectly, entered into any
agreement, participated in any collusion, or otherwise taken action in restraint of free,
competitive bidding in connection with the above named Project; and that all statements
contained in said Proposal and in this affidavit are true and correct, and made with full
knowledge that the City of Jersey City relies upon the truth of the statements contained in
said Proposal and in the statements contained in this affidavit in awarding the Contract for
the said Project.

I further warrant that no person or selling agency has been employed or retained to solicit
or secure such Contract upon an agreement or understanding for a commission,
percentage, brokerage or contingent fee, except bona fide employees or bona fide
established commercial or selling agencies maintained by

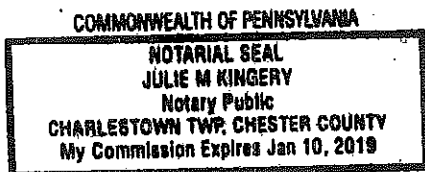
(Name of Contractor)

[Signature]
(Signature)

Sworn and subscribed to
City of Jersey City before me
this 6 day of November, 2015.

[Signature]
SIGNATURE OF NOTARY PUBLIC
(Stamp and Seal)

My Commission expires January 10, 2019



C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	H116-Elite Underwriting		
Address:	40 General Warner Blvd		
City:	Molokai	State:	HI
		Zip:	19355

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature [Signature] Printed Name Joseph Sweeney Title EXP-COO

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

[illegible]☐ Check here if the information is continued on subsequent page(s)

PUBLIC DISCLOSURE INFORMATION

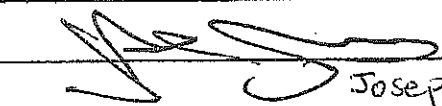
N.J.S.A. 52:25-24.2 provides that no Corporation or Partnership shall be awarded any State, City, Municipal or Schools District contracts for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or accompanying the bid of said corporation or partnership there is submitted a public disclosure information statement. The statement shall set forth the names and addresses of all stockholders in the corporation or partnership who own ten percent (10%) or more of its stock of any class, or of all individual partners in the partnership who own a ten percent (10%) or greater interest therein.

If one or more such stockholder or partner is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, exceeding the 10% ownership criteria has been listed.

STOCKHOLDERS:

Name	Address	% owned
No stockholders > 10%		

SIGNATURE :


Joseph Sweeney

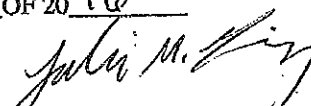
TITLE:

EVP - COO

SUBSCRIBED AND SWORN TO
BEFORE ME THIS DAY

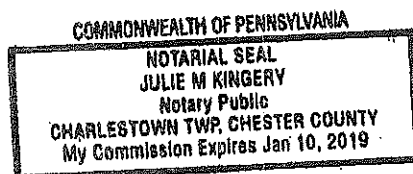
29th of January of 2016

(TYPE OR PRINT NAME OF AFFIANT UNDER SIGNATURE)



NOTARY PUBLIC OF Chester County, Pennsylvania
MY COMMISSION EXPIRES: 2019

(NOTE: THIS FORM MUST BE COMPLETED, NOTARIZED AND RETURNED WITH THIS PROPOSAL).



STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☒ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership

☐ Corporation

☐ Sole Proprietorship

☐ Limited Partnership

☐ Limited Liability Corporation


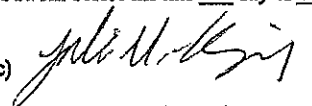
☐ Limited Liability Partnership

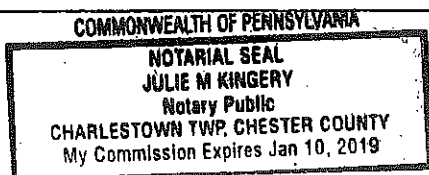
☒ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this <u>5</u> day of <u>November</u> 2015	 (Affiant)
(Notary Public) 	<u>Joseph Sweeney - Affiant</u> (Print name & title of affiant)
My Commission expires: <u>01/10/2019</u>	(Corporate Seal)



APPENDIX A
AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the City of Jersey City (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. 5121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

Representative's Name/Title Print: Joseph Sweeney - EVP - COO
Representative's Signature: [Signature]
Name of Company: AME - ETC. LLC
Tel. No.: 401-328-3050 Date: 11/2/15

(REVISED 4/13)

EXHIBIT A
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Continuation)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval

Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contract_compliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

The undersigned vendor certifies on their company's receipt, knowledge and commitment to comply with:

EXHIBIT A
N.J.S.A. 10:5-31 and N.J.A.C. 17:27
MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
Goods, Professional Services and General Service Contracts
(Mandatory Affirmative Action Language)

The undersigned vendor further agrees to furnish the required forms of evidence and

understands that their contract/company's bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

Representative's Name/Title (Print): Joseph Sweeney - EVP+COO

Representative's Signature: [Signature]

Name of Company: Hub-Elite Underwriting

Tel. No.: 484-222-8050 Date: 11/2/15

Minority/Woman Business Enterprise (MWBE)
Questionnaire for Bidders

Jersey City Ordinance C-829 establishes a goal of awarding 20% of the dollar amount of total city procurement to minority and woman owned business enterprises.

To assist us in monitoring our achievement of this goal, please indicate below whether your company is or is not a minority owned and/or woman owned business, and return this form with your bid proposal.

Business Name: HITG ELITE UNDERWRITING

Address: 40 GENERAL WARREN BLVD, SUITE 200, MAHWAH, PA 19355

Telephone No.: 984-328-8022

Contact Name: MATTHEW PAUL

Please check applicable category:

☐ Minority Owned Business (MBE)

☐ Minority & Woman Owned
Business (MWBE)

☐ Woman Owned business (WBE)

☒ Neither

Definitions

Minority Business Enterprise

Minority Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by persons who are African American, Hispanic, Asian American, American Indian or Alaskan native, defined as follows:

African American: a person having origins in any of the black racial groups of Africa

Hispanic: a person of Mexican, Puerto Rican, Central or South American or other non-European Spanish culture or origin regardless of race.

Asian: a person having origins in any of the original peoples of the Far East, South East Asia, Indian subcontinent, Hawaii or the Pacific Islands.

American Indian or Alaskan Native: a person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.

Woman Business Enterprise

Woman Business Enterprise means a business which is a sole proprietorship, partnership or corporation at least 51% of which is owned and controlled by a woman or women.

DIVISION OF PURCHASING COPY

STATE OF NEW JERSEY
Division of Purchase & Property
Contract Compliance Audit Unit
EEO Monitoring Program

EMPLOYEE INFORMATION REPORT

IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION B, ITEM 11. For Instructions on completing the form, go to: http://www.state.nj.us/treasury/contract_compliance/pdf/aa302ins.pdf

SECTION A - COMPANY IDENTIFICATION

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input checked="" type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER		3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY 39	
4. COMPANY NAME Hilg Elite Underwriting				
5. STREET 40 General Warren Blvd	CITY Malvern	COUNTY Chester	STATE PA	ZIP CODE 19355
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) CITY STATE ZIP CODE				
7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER				
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ 1				
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT 39				
10. PUBLIC AGENCY AWARDED CONTRACT				
City of Jersey City Jersey City Hudson NJ 07302				
Official Use Only	DATE RECEIVED	IN AUG. DATE	ASSIGNED CERTIFICATION NUMBER	


SECTION B - EMPLOYMENT DATA

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. DO NOT SUBMIT AN EEO-1 REPORT.

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN									
	COL. 1 TOTAL (Cols. 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****				
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/ Managers	10	7	3					7					3
Professionals	11	1	10					1	1				9
Technicians													
Sales Workers	6	5	1					5					1
Office & Clerical	12	3	9					3	1				8
Craftworkers (Skilled)													
Operatives (Semi-skilled)													
Laborers (Unskilled)													
Service Workers													
TOTAL													
Total employment From previous Report (if any)	15												
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												
	39	16	23					16	2				21

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input checked="" type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)		14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input type="checkbox"/> 2. NO <input checked="" type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR 12 15 2014
13. DATES OF PAYROLL PERIOD USED From: 10/15/15 To: 10/31/15			

SECTION C - SIGNATURE AND IDENTIFICATION

16. NAME OF PERSON COMPLETING FORM (Print or Type) Joseph Sweeney	SIGNATURE 	TITLE COO	DATE MO DAY YEAR 11 3 2015
17. ADDRESS NO. & STREET 40 General Warren Blvd	CITY Malvern	COUNTY Chester	STATE PA
ZIP CODE 19355		PHONE (AREA CODE, NO., EXTENSION) 484 - 328 - 8050	



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: ELITE BROKERAGE SERVICES INC

Trade Name:

Address: 3323 SIMPSON AVE STE #5
OCEAN CITY, NJ 08226-2063

Certificate Number: 0808626

Effective Date: May 31, 1995

Date of Issuance: December 18, 2014

For Office Use Only:

20141218120614300

**CERTIFICATION OF COMPLIANCE WITH THE CITY OF JERSEY CITY
CONTRACTOR PAY-TO-PLAY REFORM ORDINANCE 08-128 ADOPTED
ON SEPTEMBER 3, 2008**

PART I - Vendor Affirmation

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Hillb Elite Underwriting (name of business entity) has not made any reportable contributions in the **one-year period preceding _____ (date City Council awards contract) that would be deemed to be violations of Section One of the City of Jersey City's Contractor Pay-to-Play Reform Ordinance 08-128 (attached hereto) and that would bar the award of this contract. I further certify that during the term of the contract Hillb Elite Underwriting (name of business entity) will not make any reportable contributions in violation of Ordinance 08-128.

PART II - Signature and Attestation:

The undersigned is fully aware that if I have misrepresented in whole or part this affirmation and certification, I and/or the business entity, will be liable for any penalty permitted under law.

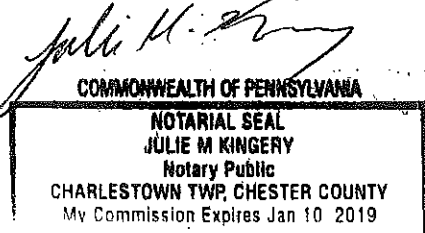
Name of Business Entity: Hillb Elite Underwriting

Signed [Signature] Title: EVP - COO

Print Name Joseph Sweeney Date: 11/6/15

Subscribed and sworn before me
this 6 day of Nov., 2015.
My Commission expires: 1/10/19

[Signature]
(Affiant)
Joseph Sweeney - EVP COO
(Print name & title of affiant) (Corporate Seal)



****Pursuant to Section 2 of Ordinance 08-128, no contributions or solicitation of contributions made prior to the effective date Ordinance 08-128 (September 23, 2008) shall be deemed to be a violation of the Ordinance.**

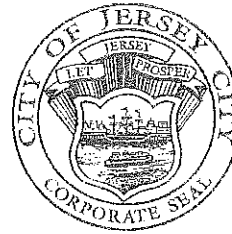
Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.085

Agenda No. 10.X

Approved: FEB 10 2016

TITLE:



A RESOLUTION SUPPLEMENTING THE MANUAL OF LOADING ZONE DESIGNATIONS OF THE CITY OF JERSEY CITY AMENDING THE LOCATION FOR THE 30 FOOT LOADING ZONE AT 93-95 MONTGOMERY STREET, SOUTH SIDE, BEGINNING 131 FEET EAST OF WARREN STREET, MONDAY THROUGH FRIDAY, FROM 9:00 A.M. TO 5:00 P.M. TO 9:00 A.M. TO 10:00 P.M.

Council as a whole

offered and moved adoption of the following resolution:

WHEREAS, the provisions of N.J.S.A. 39:4-197 (3) (b) provide that the Director of Architecture, Engineering, Traffic and Transportation (Director) of the Municipality may make and promulgate regulations designating; amending; and/or deleting loading zones; and

WHEREAS, the provisions of Section 3-46(A)(D)(6) of the Traffic Code of the City of Jersey City provide that the Director may make and promulgate such regulations subject to Municipal Council approval by resolution; and

WHEREAS, the Director has proposed, for the purpose of increasing the flow of traffic and improving vehicular and pedestrian safety, that the attached regulation (No. 16.001) be promulgated amending the loading zone at the location described therein.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City; that

a. The attached regulation shall be a part of the Manual of Loading Zone Designations of the City of Jersey City designating a loading zone at the following location:

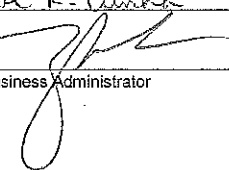
(Reg. 16.001) 93-95 Montgomery Street, south side, beginning [151] 131 feet east of Warren Street and extending to a point 30 feet easterly, Monday through Friday, 9:00 a.m. to 10:00 p.m.

b. A copy of each regulation shall be kept on file by the City Clerk for public inspection

c. The regulation shall take effect at the time and in the manner as provided by law.

APPROVED: 
Director of Traffic & Transportation

APPROVED: 
Municipal Engineer

APPROVED: 
Business Administrator

APPROVED AS TO LEGAL FORM


Joanne Monahan
Corporation Counsel

Certification Required ☐

Not Required

APPROVED 5-4

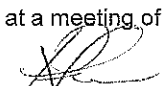
JDS:pc1
(01.21.16)

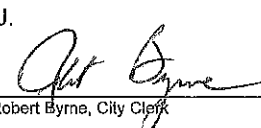
RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.10.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE		✓		WATTERMEN		✓	
BOGGIANO	✓			COLEMAN		✓		LAVARRO, PRES		✓	

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any ordinance that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Resolution

A RESOLUTION SUPPLEMENTING THE MANUAL OF LOADING ZONE DESIGNATIONS OF THE CITY OF JERSEY CITY AMENDING THE LOCATION FOR THE 30 FOOT LOADING ZONE AT 93-95 MONTGOMERY STREET, SOUTH SIDE, BEGINNING 131 FEET EAST OF WARREN STREET, MONDAY THROUGH FRIDAY, FROM 9:00 A.M. TO 5:00 P.M. TO 9:00 A.M. TO 10:00 P.M.

Initiator

Department/Division	Administration	Architecture, Engineering, Traffic and Transportation
Name/Title	Joao D'Souza	Director of Traffic & Transportation
Phone/email	201.547.4470	JOAO@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

A RESOLUTION AMENDING THE LOCATION FOR THE 30 FOOT LOADING ZONE AT 93-95 MONTGOMERY STREET, SOUTH SIDE, BEGINNING 131 FEET EAST OF WARREN STREET, MONDAY THROUGH FRIDAY, FROM 9:00 A.M. TO 5:00 P.M. TO 9:00 A.M. TO 10:00 P.M.

Shang Hai Best Restaurant will be remit payment for the loading zone, \$75.00 each u-post installed, upon adoption of the Resolution. Payment has already been made for the loading zone signs.

I certify that all the facts presented herein are accurate.

Director of Traffic & Transportation

Date

Signature of Department Director

Date



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC & TRANSPORTATION
MUNICIPAL SERVICES COMPLEX | 13-15 LINDEN AVE EAST | JERSEY CITY, NJ 07305
P: 201 547 5900 | F: 201 547 5806



ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

MEMORANDUM

DATE: January 21, 2016

TO: Jeremy Farrell, Corporation Counsel
Robert Kakoleski, Business Administrator
Robert Byrne, City Clerk
Councilwoman Osborne, Ward E

FROM: Patricia Logan, Supervising Traffic Investigator
Division of Architecture, Engineering, Traffic and Transportation

SUBJECT: **PROPOSED RESOLUTION**
93-95 MONTGOMERY STREET - LOADING ZONE AMENDMENT

This Division has proposed a Resolution (for Municipal Council approval) amending the location for the 30 foot loading zone at 93-95 Montgomery Street, which will begin 131 feet east of Warren Street, instead of 151 feet east. The loading zone will be relocated 20 feet closer to Warren Street. The times remain the same, Monday through Friday, from 9:00 a.m. to 10:00 p.m.

The loading zone was designated to facilitate the loading and unloading of both food and beverage products in and out of Shang Hai Best Restaurant, without affecting the traffic circulation on Montgomery Street.

It is anticipated this legislation will be on the Agenda for February 10, 2016 Municipal Council Meeting.

If you have any questions regarding this Resolution, please feel free to contact Daniella Gordon at ex. 5121 or at GordonD@jcnj.org.

Patricia Logan,
Supervising Traffic Investigator

Joao D'Souza,
Director of Traffic & Transportation

C: Jose R. Cunha, P.E., Municipal Engineer

Mark Albiez, Chief of Staff

Mary Spinello-Paretti, Business Manager, Parking Enforcement Division, JCPD

Council President LaVarro, Jr.

Councilwoman Watterman

Councilman Rivera

Councilman Gajewski

Councilman Ramchal

Councilman Boggiano

Councilman Yun

Councilwoman Coleman



STEVEN M. FULOP
MAYOR OF JERSEY CITY

CITY OF JERSEY CITY
DEPARTMENT OF ADMINISTRATION
DIVISION OF ARCHITECTURE, ENGINEERING, TRAFFIC & TRANSPORTATION
JERSEY CITY MUNICIPAL SERVICES COMPLEX | 13-15 LINDEN AVENUE EAST
JERSEY CITY, NJ 07305
P: 201 547 4470 | F: 201 369-7292



ROBERT KAKOLESKI
BUSINESS ADMINISTRATOR

Regulation 16.001

January 21, 2016

**LOADING ZONE REGULATION
AMENDED**

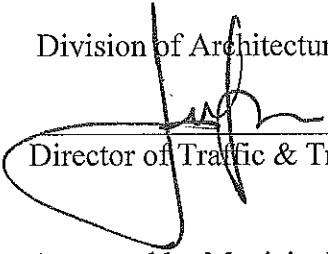
In accordance with the provisions of N.J.S.A. 39:4-197 (3) (b) and Section 3-46 (A) (D) (6) of the Jersey City Municipal Code, the following location is hereby AMENDED as a loading zone.

93-95 Montgomery Street – South Side

Beginning at a point approximately [151] 131 feet east of Warren Street and extending to a point 30 feet easterly therefrom.

Time: Monday through Friday
9:00 a.m. to 10:00 p.m.

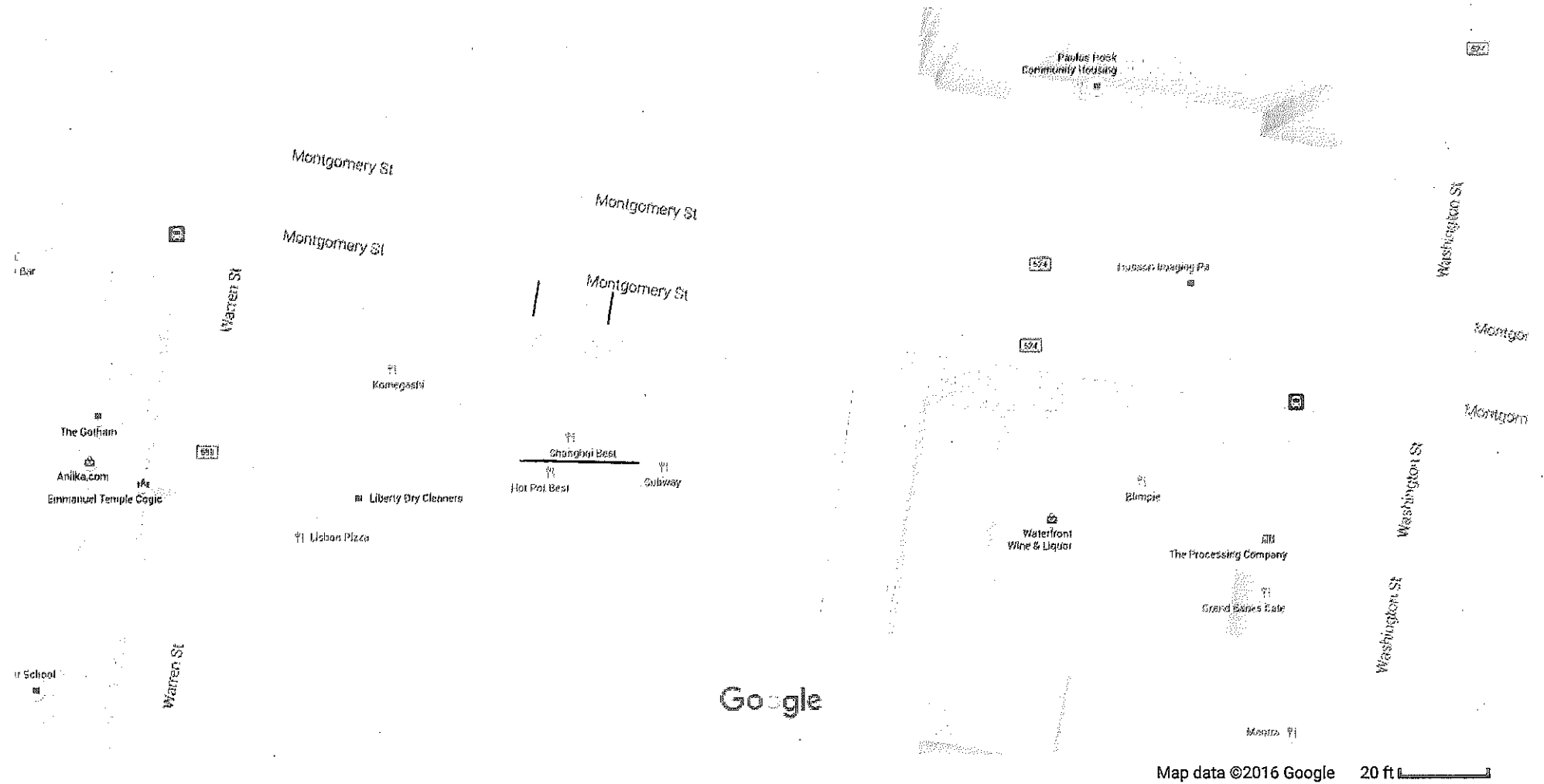
Division of Architecture, Engineering, Traffic and Transportation


Director of Traffic & Transportation

Approved by Municipal Council Resolution:

Date: _____

Google Maps



Blizzard Warning: New Jersey

updated 2 hours 18 mins ago · National Weather Service

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16-086

Agenda No. 10.Y

DEFEATED FEB 10 2016

DEFEATED



TITLE:

A RESOLUTION URGING JERSEY CITY'S STATE LEGISLATIVE DELEGATION TO INVESTIGATE LOWERING THE VOTING AGE FROM 18 TO 16 FOR MUNICIPAL ELECTIONS

COUNCIL

offered and moved for the adoption of the following resolution:

WHEREAS, the City of Jersey City currently restricts voting on all municipal, county, state, and federal elections to residents aged 18 and above; and

WHEREAS, many teens ages 16 and 17 have reached important life milestones, including holding a steady job, paying a variety of federal, state, and local taxes, having the ability to earn a drivers license and drive a car; and

WHEREAS, citizens aged 16 and 17 are directly impacted by decisions of elected officials at all levels of government, and they are especially concerned about the long-term policy outcomes of decisions being made today, including policies impacting the environment, Social Security, and higher education; and

WHEREAS, because teens aged 16 and 17 are at the apex of their years of compulsory, free, public education and have an awareness of the political process and the analytical skills to evaluate policy proposals and their impact on society; and

WHEREAS, the cities of Hyattsville, MD and Takoma Park, MD have amended each of their town charters to lower the voting age to 16, with widespread support from the community and members of their governing bodies; and

WHEREAS, the increase in the eligible voter pool and likely voter turnout that would result from extending voting privileges to citizens aged 16 and 17 is good for the institution of democracy and instills in our youth the importance of citizenship and the responsibilities thereof;

NOW, THEREFORE, BE IT RESOLVED THAT the Municipal Council of the City of Jersey City does hereby urge the lawmakers representing the City of Jersey City in the New Jersey State Legislature to explore the possibility of lowering the voting age from 18 to 16 for the purpose of voting in municipal elections; and

BE IT FURTHER RESOLVED, that the City Clerk will send copies of this resolution the following legislators' district offices:

1. Senator Sandra Cunningham
2. Senator Brian P. Stack
3. Assemblyman Nicholas Chiarvalotti
4. Assemblywoman Angela McKnight
5. Assemblyman Raj Mukherji
6. Assemblywoman Annette Chaparro

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Joanne Monahan
Corporation Counsel

Certification Required ☐

Not Required

DEFEATED 2-7

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2-10-16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI		✓		YUN		✓		RIVERA		✓	
RAMCHAL		✓		OSBORNE	✓			WATTERMAN		✓	
BOGGIANO		✓		COLEMAN		✓		LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

A RESOLUTION URGING JERSEY CITY'S STATE LEGISLATIVE DELEGATION TO INVESTIGATE LOWERING THE VOTING AGE FROM 18 TO 16 FOR MUNICIPAL ELECTIONS

Initiator

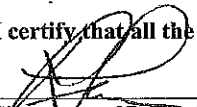
Department/Division	Council Office	
Name/Title	Rolando Lavarro	Council President
Phone/email	(201) 547 5268	RLavarro@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

This resolution urges NJ State Lawmakers representing Jersey City to investigate the feasibility of lowering the voting age from 18 to 16 for municipal elections. If passed, copies will be sent to each member of Jersey City's state legislative delegation.

I certify that all the facts presented herein are accurate.



Signature of Department Director

February 4, 2016

Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.087

Agenda No. 10.7

Approved: _____
TITLE: **WITHDRAWN**



RESOLUTION EXPRESSING SUPPORT FOR RENAMING JERSEY CITY PUBLIC SCHOOL NUMBER 20 "BARACK OBAMA ELEMENTARY SCHOOL"

COUNCIL

Offered and moved for adoption of the following resolution:

WHEREAS, it is customary for Jersey City Public Schools to change their names as a way to recognize and honor prominent public figures; and

WHEREAS, a new building for Public School Number 20 is being built on Ocean Avenue to replace PS20 that sits on Danforth Avenue, creating an opportunity to name the new school building prior to its grand opening; and

WHEREAS, on January 20, 2009, Barack Obama was sworn in as the 44th President of the United States, and the first ever African American person to hold that position, and has achieved many meaningful and historic policy goals during his two terms as President; and

WHEREAS, New Jersey's 31st District Assemblywoman Angela V. McKnight has publically expressed support for changing of the name of the new Public School Number 20 to "Barack Obama Elementary School,"; and

WHEREAS, the decision to change the name of any school is ultimately up to the members of the Jersey City Board of Education and the School Superintendent;

NOW, THEREFORE, BE IT RESOLVED, that the Municipal Council of Jersey City hereby supports the initiative to change the name of the new Jersey City Public School Number 20 to Barack Obama Elementary School; and

BE IT FURTHER RESOLVED, that a copy of this resolution be sent by the City Clerk to all members of the Jersey City Board of Education, the Office of the Jersey City School Superintendent, the Principal of Public School Number 20, and the District Office of Assemblywoman Angela V. McKnight.

WITHDRAWN

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

WITHDRAWN

Certification Required ☐

Not Required ☐

APPROVED

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.10.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI				YUN				RIVERA			
RAMCHAL				OSBORNE				WATTERMAN			
BOGGIANO				COLEMAN				LAVARRO, PRES			

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

WITHDRAWN

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

RESOLUTION FACT SHEET – NON-CONTRACTUAL

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION EXPRESSING SUPPORT FOR RENAMING JERSEY CITY PUBLIC SCHOOL NUMBER 20 "BARACK OBAMA ELEMENTARY SCHOOL" ELECTIONS

Initiator


Department/Division	Council Office	
Name/Title	Frank Gajewski	Ward A Councilman
Phone/email	(201) 547 5098	FGajewski@jcnj.org

Note: Initiator must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Resolution Purpose

This resolution urges members of the Jersey City Board of Education to name the new PS 20 school building "Barack Obama Elementary School"

I certify that all the facts presented herein are accurate.


Signature of Department Director

February 5, 2016
Date

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.088

Agenda No. 10.7.1

Approved: FEB 10 2016

TITLE:



A RESOLUTION URGING STATE LAWMAKERS TO FULLY RESTORE LEAD PREVENTION FUNDING TO THE STATE BUDGET

COUNCIL

offered and moved for the adoption of the following resolution:

WHEREAS, lead is a heavy metal that is not safe for human contact or ingestion at any level, and lead poisoning is particularly harmful to children as it causes permanent neurological dysfunction and can result in a lifetime of cognitive limitations; and

WHEREAS, the dangers of lead poisoning have been known for many years, and as an acknowledgment of this hazard and as a way to help municipalities identify, treat, and/or prevent lead-affected populations, the State of New Jersey instituted a Lead Control Assistance Fund in the year 2004; and

WHEREAS, since the Lead Control Assistance Fund was established in 2004, New Jersey's Governors have diverted more than \$50 million from the Lead Hazard Control Assistance Fund into the general state fund, depriving families from assistance and access to abatements when a child is poisoned by lead; and

WHEREAS, the City of Jersey City does have a Childhood Lead Poisoning and Prevention Program which serves families throughout Hudson County, and while Jersey City's water supply is not contaminated with elevated levels of lead, exposure to lead is still a danger for Jersey City children through environmental contaminants including paint, pottery, certain cosmetics, imported foods, or homeopathic remedies; and

WHEREAS, a study using the most recent data available from the State found that the prevalence of lead exposure in Jersey City's youth population is among the highest in New Jersey; and

WHEREAS, New Jersey State Senator Ronald Rice has introduced legislation, Senate Bill 996, which would fully restore funding to the state's Lead hazard Assistance Fund the resources of which are desperately needed to address the ongoing crisis of lead exposure throughout New Jersey's communities;

NOW, THEREFORE, BE IT RESOLVED THAT the Municipal Council of the City of Jersey City does hereby urge the lawmakers representing the City of Jersey City in the New Jersey State Legislature to fully fund the State's Lead Control Assistance Fund in the amount of \$10 million in order to ensure the health and safety of New Jersey's youngest and most vulnerable residents; and

BE IT FURTHER RESOLVED, that the City Clerk will send copies of this resolution to the Office of the Governor of New Jersey as well as the following legislators' district offices: Sen. Ronald Rice, Sen. Sandra Cunningham, Sen. Brian P. Stack, Asm. Nicholas Chiarvalotti, Asw. Angela V. McKnight, Asm. Raj Mukherji, and Asw. Annette Chaparro.

APPROVED: _____

APPROVED AS TO LEGAL FORM

APPROVED: _____

Business Administrator

Corporation Counsel

Certification Required ☐

Not Required

APPROVED 9-0

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.10.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

Rolando R. Lavarro, Jr., President of Council

Robert Byrne, City Clerk

Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 16.089

Agenda No. 10.Z.2

Approved: FEB 10 2016

TITLE:



RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH CALCAGNI & KANEFSKY FOR GENERAL LEGAL SERVICES RELATED TO EMPLOYMENT ORGANIZATIONAL PRACTICES

WHEREAS, it has been determined that an independent review of issues raised in employment organizational practices is required; and

WHEREAS, the Corporation Counsel has recommended the appointment of outside counsel to handle these matters; and

WHEREAS, Calcagni & Kanefsky, One Newark Center, 1085 Raymond Boulevard, 4th Floor, Newark, New Jersey, are attorney-at-laws in the State of New Jersey and are qualified to perform these services; and

WHEREAS, the City is acquiring these services directly and openly as a statutorily permitted contract pursuant to the provisions of N.J.S.A. 19:44A-20.5 (Pay-to-Play Law); and

WHEREAS, Calcagni & Kanefsky, possesses the skills and expertise to perform these services; and

WHEREAS, special counsel agrees to provide these services at an hourly rate of **\$150.00** per hour, including expenses, for a total amount not to exceed **\$25,000**; and

WHEREAS, N.J.S.A. 19:44A-20.4 et seq. (the Pay-to-Play Law) took effect on January 1, 2006; and

WHEREAS, in June 2015, the City publicly advertised a Request for Qualifications (RFQ) using the "fair and open process" as described under the Pay-to-Play Law; and

WHEREAS, Calcagni & Kanefsky submitted a Qualification Statement in response to the City's RFQ; and

WHEREAS, this contract is made in accordance with the "fair and open process" of the Pay-to-Play Law; and

WHEREAS, Calcagni & Kanefsky submitted a Qualification Statement in response to the City's RFQ; and

WHEREAS, the law firm of Calcagni & Kanefsky has completed and submitted a Business Entity Disclosure Certification which certifies that he has not made any reportable contributions to the political or candidate committees listed in the Business Entity Disclosure Certification in the previous one year, and that the contract will prohibit Calcagni & Kanefsky from making any reportable contributions during the term of the contract; and

WHEREAS, Calcagni & Kanefsky has submitted a Chapter 271 Political Contribution Disclosure Certification at least 10 days prior to the award of this contract; and

WHEREAS, Calcagni & Kanefsky has submitted its Certification of Compliance with the City's Contractor Pay-to-Play Reform Ordinance 08-128 adopted on September 3, 2008; and

City Clerk File No. Res. 16.089Agenda No. 10.7.2 FEB 10 2016

TITLE:

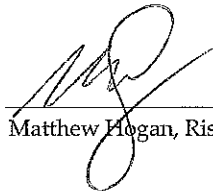
**RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH
CALCAGNI & KANEFKY FOR GENERAL LEGAL SERVICES RELATED TO
EMPLOYMENT ORGANIZATIONAL PRACTICES**

WHEREAS, funds are available for the cost of these services in Account No.: 16-14-298-56-000-856.

NOW, THEREFORE, BE IT RESOLVED by the Municipal Council of the City of Jersey City that:

1. An agreement is awarded to Calcagni & Kanefsky to review employment organizational practices, for a total amount of \$25,000, including expenses.
2. This contract shall be subject to the condition that the vendor provides satisfactory evidence of compliance with the Affirmative Action Amendments to the Law Against Discrimination, N.J.S.A. 10:5-31 et seq.
3. The Mayor or Business Administrator is hereby authorized to execute an agreement in substantially the form attached subject to such modification as the Corporation Counsel deems appropriate or necessary.
4. A copy of this resolution will be published in a newspaper of general circulation in the City of Jersey City as required by law within (10) days of the adoption of the resolution.

I hereby certify that funds are available in Account No. 16-14-298-56-000-856.

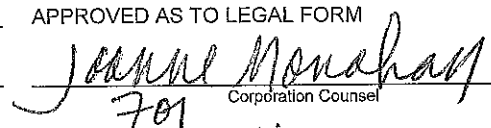

Matthew Hogan, Risk Manager

MLM/dc
02/09/16

APPROVED: _____

APPROVED: _____
Business Administrator

APPROVED AS TO LEGAL FORM


Joanne Monahan
Corporation Counsel

701
Certification Required ☒

Not Required ☐

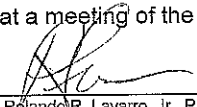
APPROVED 9-0


RECORD OF COUNCIL VOTE ON FINAL PASSAGE 2.10.16											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
RAMCHAL	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			COLEMAN	✓			LAVARRO, PRES.	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.


Rolando R. Lavarro, Jr., President of Council


Robert Byrne, City Clerk

RESOLUTION FACT SHEET - CONTRACT AWARD

This summary sheet is to be attached to the front of any resolution that is submitted for Council consideration. Incomplete or vague fact sheets will be returned with the resolution.

Full Title of Ordinance/Resolution

RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES AGREEMENT WITH
CALCAGNI & KANEFSKY FOR GENERAL LEGAL SERVICES RELATED TO EMPLOYMENT
ORGANIZATIONAL PRACTICES

Project Manager

Department/Division	Law	Law
Name/Title	Jeremy Farrell	Corporation Counsel
Phone/email	201-547-4667	JFarrell@jcnj.org

Note: Project Manager must be available by phone during agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

Contract Purpose

To review employment organizational practices.

Cost (Identify all sources and amounts)

\$25,000.00

Contract term (include all proposed renewals)

1 year

Type of award Fair/Open

If "Other Exception", enter type

Additional Information

I certify that all the facts presented herein are accurate.

Signature of Department Director

Date